

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, OCTOBER 16, 2012 - 10 A.M.

- 1 Call to Order - Pledge of Allegiance – Invocation
- 2 **REGULAR AGENDA ITEMS:**
 - A Information/Discussion/Action to authorize the Chairman's signature on a 12D Fund Request Application in the amount of \$27,012 being submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Mazatzal Casino. **(Cathy Melvin)**
 - B Information/Discussion/Action to adopt Proclamation No. 12-08 proclaiming October 30, 2012, as "Weatherization Day" in Gila County. **(Malissa Buzan)**
 - C Information/Discussion/Action to authorize the submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of \$440,000 to be utilized for housing rehabilitation for fiscal year 2012 and to adopt related Resolutions Nos. 12-10-03 and 12-10-04, which are included as part of the application. **(Malissa Buzan)**
 - D Information/Discussion/Action to approve an Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**
 - E Information/Discussion/Action to authorize the Chief Deputy Clerk of the Board to remove Assessor's tax parcel numbers 205-19-015A, 205-19-015B, 205-19-015C, 207-15-140C, 304-61-131, 304-61-133, 304-61-134, 304-61-135, 304-61-136 and 304-61-137 from the December 4, 2012, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, and Town of Payson for \$1 each; and issue quit claim deeds for said sales. **(Marian Sheppard)**
- 3 **CONSENT AGENDA ACTION ITEMS:**
 - A Approval of an Intergovernmental Agreement for Election Services between Gila County and the Hellsgate Fire District.

- B Approval of an Interlock Agreement between the Gila County Sheriff's Office and the Town of Payson (a disparate community) for the 2012 Byrne Justice Assistance Grant Program Award in the amount of \$10,102.
 - C Approval of the August 2012 monthly activity report submitted by the Recorder's Office.
 - D Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 10, 2012, to September 14, 2012; September 17, 2012, to September 21, 2012; September 24, 2012 to September 28, 2012; and October 01, 2012, to October 05, 2012.
 - E Approval of finance reports/demands/transfers for the week of October 16, 2012.
- 4 **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address issue(s) within the Board's jurisdiction. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further discussion and decision at a future date.
- 5 At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING

ARF-1515

Regular Agenda Item 2- A

Regular BOS Meeting

Meeting

Date: 10/16/2012

Submitted By: Marian Sheppard, Chief
Deputy Clerk, BOS, Clerk of
the Board of Supervisors

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila Community College's 12D Fund Request Application to Mazatzal Casino

Background Information

This funding is offered through the Revised Gaming Compact of 2003 where tribes with casinos are required to contribute a portion of their net wins to state and local governments and to economic development endeavors as well. The funding is distributed through a competitive process by the casinos.

This is the first time that Gila Community College has applied to Mazatzal Casino for 12D funding.

On October 9, 2012, the Board of Supervisors authorized its Chairman to sign a 12D Fund Request Application that was submitted by Gila Community College (GCC) to the Apache Gold Casino. If the funding is awarded to GCC, it will be used to purchase equipment for the Globe College Campus.

Gila Community College is submitting this funding application under the economic development category as the local trainer of workforce programs.

Evaluation

To be considered for this funding, a qualified organization must submit an application to the Mazatzal Casino by December 31, 2012. Applications must have the signature of a city, town or county official verifying the organization is indeed a qualifying group or cause that will provide government services that benefit the general public, including public safety, mitigation of impacts of gaming or promotion of commerce and economic development.

Conclusion

By the Board of Supervisors authorizing its Chairman to sign the 12D Fund Request Application, it will allow Gila Community College to meet all requirements for the submission of the Application. If this funding is granted to the College, it will be used to purchase equipment for the Payson College Campus. The equipment will assist instructors in providing hands on instruction to students enrolled in biology classes and the nursing program.

The deadline to submit this funding request is December 31, 2012; however, the staff at Mazatzal Casino has urged Gila Community College staff to submit the request as soon as possible.

Recommendation

It is recommended that the Board of Supervisors authorize its Chairman to sign the 12D Fund Request Application being submitted by the Gila Community College to the Mazatzal Casino before the deadline of December 31, 2012.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on a 12D Fund Request Application in the amount of \$27,012 being submitted by Gila Community College under the economic development category as the local trainer of workforce programs to the Mazatzal Casino. **(Cathy Melvin)**

Attachments

GCC 12D Funding Request Application to Mazatzal Casino

GCC 12D Funding Request Application Signature Page to Mazatzal Casino



Gila Pueblo Campus
8274 S. Six Shooter Canyon Rd.
P.O. Box 2656
Globe, Arizona 85502-2656
Phone: 928-425-8481
Fax: 928-425-8492

Payson Campus
201 North Mud Springs Road
P.O. Box 359
Payson, Arizona 85547-0359
Phone: 928-468-8039
Fax: 928-468-8043

San Carlos Campus
Tonto Street & Mesa Drive
P.O. Box 152
San Carlos, Arizona 85550-0152
Phone: 928-475-5981
Fax: 928-475-5983

October 16, 2012

Randy Snyder
Tribal Accountant
#30 Tonto Apache
Payson, Arizona 85541

Re: 2012 12D Funding Application

Dear Mr. Snyder:

Attached please find an application from Gila Community College for funds to purchase equipment for the Payson Campus. The equipment will assist in the instruction for students enrolled in biology classes as well as students enrolled in Allied Health Care training classes. As stated in our application, the college routinely works with the economic development agencies in Gila County to provide the training required by existing employers as well as employers interested in relocating to our county. We believe that a well educated and prepared workforce is the key to economic development.

If we need to provide anything further or if you have questions regarding this application, please contact me at 928-425-8481.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Cullen', is written over the typed name.

Dr. Stephen Cullen, Senior Dean
Gila Community College

12D Fund Request Application

Possible beneficiaries of funds requested:

Gila Community College biology students and Allied Health Program students

Narrative and description of project/request:

Gila Community College (GCC) routinely works with the economic development agencies and employers within the county to support the effort to attract businesses to the area and to help foster the expansion of existing businesses. Employers are always interested in the type of workers available and the availability of local training to meet their specific requirements.

GCC consistently strives to develop workforce programs for Gila County students and to provide quality instruction and equipment required for hands on instruction. Students trained in the Allied Health classes become employed by local home health agencies, Cobre Valley Community Hospital, Payson Regional Medical Center, nursing homes, urgent care facilities and doctor's offices. Enhanced training will ensure that our students are competitive in their pursuit of employment after graduation.

GCC provides several biology courses that all include human biology topics and also has a Registered Nurses Associates Degree Program. The nursing program pre-requisites include biology classes. The college does not collect laboratory fees in an effort to keep students' educational costs affordable; however, this practice prevents GCC from building funding capacity and improving our science lab space with current state-of-the-art equipment.

One type of equipment that is standard in human biology laboratories for both education and research across the country are multi-parameter data collectors. These various probes can be attached to a student and sent to a computer where data is collected for analysis by the student. These machines can be built upon through additional probes that include: heart rate, respiration, blood gas, blood pressure, and temperature. Systems level experiments can be done for metabolism, nerve conduction, circulation, fluid balance, etc. The availability of this equipment will provide an introduction to the type of technology that will be utilized in the workplace.

Another basic item that the college lacks is full size skeletons for our science laboratories. Presently, mini-models are utilized to learn human anatomy; human cadavers are much too expensive and are used primarily in medical universities. Replica full size skeletons are now readily available that would assist students learning bone, ligament, muscle and flexure biology.

Updated computers are required for MyNursingLab, a program that nursing students are required to use in their program of study. Instructional computers also need to be update to access current technology.

Multiple teaching methodologies are utilized to achieve a high standard of instruction in the field of science. The academic rigors are outlined by the university system in Arizona. Science is at the very foundation of the academic preparedness for college students in Arizona. Proper funding will assure that Gila County keeps pace with ever increasing academic mandates.

Identification of mechanism for reporting on use of funds (quarterly intervals)

Quarterly reports will be provided that will include cash management reports describing the equipment purchased and total funds spent. Back up documentation will be provided that will include invoices and sales receipts. Also included in quarterly reports will be the number of students and classrooms that utilized the equipment.

Budget

| Quantity | Item | Cost Per | Total |
|-----------------|---|--------------------|-----------------|
| 2 | iWorx Advanced Human Physiology Teaching Kit HK/214 | \$3,295 | \$6,590 |
| 12 | Dell Computers | 1,400 | 16,800 |
| 2 | Wards 3B Flexible Skeleton 82W3020 | 811.00 | 1,622 |
| | | Subtotal | 25,012 |
| | Shipping/Handling/Tax | 2,000 | 2,000 |
| | | Grand total | \$27,012 |

The requested equipment will be placed in Payson at the Payson Campus. Staff proposes to pursue funding to purchase additional equipment from other sources for the San Carlos Campus.

**12D Fund Request
Application Cover
Mazatzal Casino**

Entity Requesting Funds: Gila Community College/Payson Campus

Type of Entity: Economic Development

Address of Agency: 8274 Six Shooter Canyon, Globe, Az 85501

Contact Person: Dr. Stephen Cullen, Senior Dean Phone: 928-425-8481

Scope of Project: Equipment for Biology Lab/Allied Health Training

Amount of Fund Request: \$27,012



Dr. Stephen Cullen
Contact Person

10-10-12

Date

The Gila County Board of Supervisors supports this application from Gila Community College for the purchase of equipment for the Biology Lab at the Payson Campus. The equipment will support workforce development and economic development efforts for citizens of Gila County.

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date

**12D Fund Request
Application Cover
Mazatzal Casino**

Entity Requesting Funds: Gila Community College/Payson Campus

Type of Entity: Economic Development

Address of Agency: 8274 Six Shooter Canyon, Globe, Az 85501

Contact Person: Dr. Stephen Cullen, Senior Dean Phone: 928-425-8481

Scope of Project: Equipment for Biology Lab/Allied Health Training

Amount of Fund Request: \$27,012



Dr. Stephen Cullen
Contact Person

10-10-12

Date

The Gila County Board of Supervisors supports this application from Gila Community College for the purchase of equipment for the Biology Lab at the Payson Campus. The equipment will support workforce development and economic development efforts for citizens of Gila County.

Tommie C. Martin, Chairman
Gila County Board of Supervisors

Date

ARF-1510

Regular Agenda Item 2- B

Regular BOS Meeting

Meeting Date: 10/16/2012

Submitted For: Malissa Buzan,
CAP/Housing Services
Manager

Submitted By: Cecilia Bejarano, Executive
Administrative Assistant, Community
Services Division

Department: Community Services Division **Division:** Comm. Action Program/Housing Servs.

Information

Request/Subject

Adoption of Proclamation No. 12-08 proclaiming October 30, 2012 as "Weatherization Day" in Gila County

Background Information

Weatherization Day was conceived as a means to focus local, state, and national attention on the Program and the work being performed by dedicated members of the Weatherization Assistance Program (WAP) network.

Capitalizing on the Department of Energy's (DOE) declaration of October as Energy Awareness Month, Weatherization Programs across the country band together to make a strategic push to raise the public's awareness of the work we do every day.

The importance of Weatherization Day cannot be overemphasized. When everyone knows about the outstanding work that is performed, they are more willing to support your work - in your community, your state, and nationally!

Evaluation

Weatherization is an important resource for the low income population of Gila County, and economic boost to small businesses and job creation.

Conclusion

The Gila County Board of Supervisors recognizes the importance of providing weatherization services to low income residents residing in Gila County. Providing these services enables households to reduce energy bills by making homes energy efficient.

Recommendation

The Gila County Community Action, Housing Services Manager recommends that the Board of Supervisors proclaim October 30th as "Weatherization Day" in Gila County.

Suggested Motion

Information/Discussion/Action to adopt Proclamation No. 12-08 proclaiming October 30, 2012, as "Weatherization Day" in Gila County. **(Malissa Buzan)**

Attachments

Proclamation No. 12-08 Weatherization Day



PROCLAMATION NO. 12-08

A PROCLAMATION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO PROCLAIM OCTOBER 30, 2012, AS "WEATHERIZATION DAY" IN GILA COUNTY

WHEREAS, Gila County Community Action/Housing Services has long recognized the plight of low-income families and individuals in meeting their home energy needs; and,

WHEREAS, low income households spend a disproportionate percentage of their annual incomes on home energy bills; and,

WHEREAS, the United States Department of Energy developed the Weatherization Assistance Program in 1976 as the federal government's cost-effective, permanent solution for reducing the heavy energy burden on low-income Americans; and,

WHEREAS, this Program not only saves energy through advanced technologies to improve the energy affordability for low-income families, but also saves lives and improves the health and safety of families by identifying carbon monoxide hazards, poor indoor air quality, mold, and other health threats; and,

WHEREAS, the Weatherization Assistance Program keeps jobs and dollars in local communities by operating through a network of approximately 10 well-trained program contractors and small businesses serving Gila County.

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors do hereby proclaim October 30, 2012, as "Weatherization Day" in Gila County and encourage state and local Weatherization professionals to deliver cost-effective, advanced technologies, to increase energy savings in each home served, to leverage state, local, and private resources to make each federal dollar work harder, and to heighten the awareness of energy efficiency in communities throughout the state.

PASSED AND ADOPTED this 16th day of October 2012.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Chief Deputy Clerk

Tommie C. Martin, Chairman

Shirley L. Dawson, Vice-Chairman

Michael A. Pastor, Member

ARF-1507

Regular Agenda Item 2- C

Regular BOS Meeting

| | | | |
|--|---|----------------------|---|
| Meeting Date: | 10/16/2012 | | |
| Submitted For: | Malissa Buzan, CAP/Housing Services Manager | Submitted By: | Cecilia Bejarano, Executive Administrative Assistant, Community Services Division |
| Department: | Community Services Division | Division: | Comm. Action Program/Housing Servs. |
| Fiscal Year: | 2012-2013 | Budgeted?: | Yes |
| Contract Dates Begin & End: | 3/1/2013 - 6/30/2015 | Grant?: | Yes |
| Matching Requirement?: | No | Fund?: | New |

Information

Request/Subject

The State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs with Arizona Department of Housing.

Background Information

In an effort to allow for greater coordination and innovation of housing related services at the state level, the Legislature passed and Governor Jane Dee Hull signed HB2615 during the 2001 legislative session, establishing the Arizona Department of Housing (ADOH) and the Arizona Housing Finance Authority (AZHFA). These two entities were established so that state government in Arizona could assist in developing the tools to impact an area of growing concern for the state, an issue that impacts the lives of all Arizonans—homes for working families.

REHABILITATION

ADOH administers CDBG (Community Development Block Grant) and HOME funding for programs through units of local government and non-profit agencies that provide rehabilitation to certain property types owned and occupied as the primary residence of low-income homeowners.

The following property types are eligible:

Single-family (one-unit structures); condominium units; and manufactured housing. For a manufactured house, upon completion of the unit it must be placed on a permanent foundation (requires certification), connected to permanent utility hook-ups, located on land that is held in fee-simple title or long-term ground lease with a term of at least 99 years (50 years for tribal land), and meets the construction standards of 24 CFR 3280 if manufactured after June 15, 1976, or meets applicable local and/or state codes if manufactured prior to June 15, 1976.

Evaluation

Gila County currently maintains a waiting list for income eligible housing rehabilitation applicants. If awarded, funding would enable 8 units on the waiting list to be rehabilitated. It is expected that the units would have structural issues such as roof repair, plumbing or electrical repair, or structural modification to meet current codes.

Conclusion

If approval is granted and funding awarded, the Community Action, Housing Services Program, will be able to provide energy efficient rehabilitation to 8 units or more that are currently on the waiting list for income eligible housing rehabilitation applicants. Resolution No. 12-10-03 authorizes the submission of an application for fiscal year 2012 State Housing Funds (SHF) (which may include Federal Funding through the Home Investment Partnership Program or State Housing Fund) and Resolution No. 12-10-04 authorizes the adoption of Housing Services Program Guidelines dated April 3, 2012, in relation to an application for fiscal year 2012 State Housing Funds (which may include Federal Funding through the Home Investment Partnership Program or State Housing Fund) for a Housing Rehabilitation Activity.

Recommendation

The Community Action, Housing Services Manager recommends that the Board of Supervisors approve this request to apply for Owner Occupied Housing Rehabilitation funds.

Suggested Motion

Information/Discussion/Action to authorize the submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of \$440,000 to be utilized for housing rehabilitation for fiscal year 2012 and to adopt related Resolutions Nos. 12-10-03 and 12-10-04, which are included as part of the application. **(Malissa Buzan)**

Attachments

Owner Occupied Housing Rehabilitation ADOH

Resolution 12-10-03 revised

Resolution 12-10-04 ADOH

The State Housing Fund

Application for Owner-Occupied Housing Rehabilitation Programs



Arizona
Department
of Housing

1110 West Washington Street, Suite 310, Phoenix, Arizona 85007

Telephone (602) 771-1000 Facsimile (602) 771-1002 TTY (602) 771-1001

www.azhousing.gov

The State Housing Fund (Home and Housing Trust Fund) is a program of the Arizona Department of Housing (the "Department"). For more information contact (602) 771-1000.

Title II of the Americans with Disabilities Act prohibits discrimination on the basis of disability in the programs of a public agency. Individuals with disabilities who need the information contained in this publication in an alternate format may contact the Department at (602) 771-1000 or our TTY number, (602) 771-1001 to make their needs known. Requests should be made as soon as possible to allow sufficient time to arrange for the accommodation.



APPLICATION INSTRUCTIONS

The State Housing Program Summary and Application Guide

Because understanding the State's Housing Program policies is key to completing a successful application, applicants must read the *SHF Program Summary and Application Guide*. The Summary and Application Guide is intended to serve as a tool for applicants applying for funding and contains the information necessary to evaluate whether a proposed project can meet all aspects of the State Housing Fund programs.

Submission Deadlines

Submission deadlines will be provided in the Notice of Funding Availability (NOFA).

Applications are due (must be in the possession of the Department) no later than 4:00 p.m. on the deadline dates noted in the NOFA. Applications must be mailed or hand delivered to:

**Attn: State Housing Fund
Arizona Department of Housing
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007**

Funding Decisions

The Department will make every effort to make its funding decisions within 60 days, depending on the number and complexity of the applications received.

Two (2) copies of the completed application (original & 1 copy)

Applicants must complete their application packages as described under Application Format, completing all required sections and required supporting documentation, submitting one original and one copy. Incomplete applications, application packages missing documentation or application packages not filed in the quantity indicated will not be accepted for review. This application package and any subsequent revisions or clarifications, if approved for funding, will become part of the agreement with the Department.

Application Format

Applications *must be typewritten or computer generated*. Applicants are not to revise the formatting of these forms in any way. A copy of this application is available by US Mail, on diskette, by e-mail, or at the Department's website: www.azhousing.gov.

Application material must be:

- 8 ½ x 11 format
- single-sided
- inserted in a 3 ring binder
- indexed and tabbed to correspond with the application checklist

In instances where the tab documentation is not applicable to a project, the tab must still be included and a single sheet indicating "N/A" should be included in the designated space with an explanation of why the information is not applicable. The tabulation format should not be altered in any way.

1. APPLICATION CHECKLIST AND INDEX – OWNER-OCCUPIED HOUSING REHABILITATION

| TAB | Attachment | ✓ | DESCRIPTION |
|-----|------------|-------------------------------------|--|
| | | <input type="checkbox"/> | Cover Letter |
| | | <input type="checkbox"/> | Checklist/Index (Table of Contents) |
| | | <input type="checkbox"/> | Application Forms |
| A | ✓ | <input type="checkbox"/> | Applicant Eligibility. |
| B | | <input type="checkbox"/> | Project Description |
| C | | <input type="checkbox"/> | Organizational Capacity |
| D | | <input type="checkbox"/> | Leverage Funding |
| E | | <input checked="" type="checkbox"/> | • Owner-occupied Housing Rehabilitation Program Policies |
| | | <input checked="" type="checkbox"/> | • Copy of the Governing Body Resolution or Motion to adopt the Program Policies. |
| F | | <input type="checkbox"/> | Loan Instruments |
| G | | <input type="checkbox"/> | Market Demand and Program Readiness |
| H | | <input type="checkbox"/> | Community Revitalization |
| I | ✓ | <input type="checkbox"/> | Environmental Review |
| J | ✓ | <input type="checkbox"/> | State Housing Fund Self Score Sheet |

Instructions for completion of Application Tabs can be found at section 5 of this Application form.

2. GENERAL APPLICANT AND PROJECT/PROGRAM INFORMATION

2.1. Applicant Information

Applicant: Gila County Community Services Division - Housing Services

Contact Name: Malissa Buzan

Contact Title: Housing Services Manager

Mailing Address: 5515 S. Apache Avenue, Suite 200

Street Address 5515 S. Apache Avenue, Suite 200
(if different from mailing)

City/State/Zip Globe, Arizona 85501

Telephone (928) 425-7631 **Facsimile** (928) 428-9468

E-mail Address mbuzan@co.gila.az.us

Legal Status of Applicant:

- ☐ State-Certified CHDO
- ☐ *Non-Profit (*non-CHDO*)
- ☒ Local Government
- ☐ Tribal government
- ☐ Council of Government
- ☐ Public Housing Authority
- ☐ State Agency

*Private development agencies

- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Company
- ☐ Corporation
- ☐ Individual

Federal Tax ID # 86-6000444

DUNS # 02407139

Central Contractor Registry # 5LWX2

***Required materials:** Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information, determination letter and Certification of Good Standing from the Arizona Corporation Commission. Non-profits must also submit a copy of a recent IRS nonprofit designation letter in Tab A.

An Applicant must be an existing legal entity authorized to conduct business in Arizona. Prior to making application, both governmental, and non-profit applicants must adopt a resolution of their governing board authorizing the submission of an application and acceptance of the entity's Owner Occupied Housing Rehabilitation or Emergency Repair Program Guidelines.

2.2. Location of ProjectState and Federal Legislative Congressional Districts: *Complete district number and name of Representative*

Federal Congressional Rep: Paul A. Gosar

District #: 1

State: Senator: Michele Reagan

Representative: John Kavanaugh

District #: 8

ProjectName: Gila County Owner Occupied Housing Rehab/Emergency RepairAddress: 5515 S. Apache Avenue, Ste 200City/Town: GlobeCounty: ArizonaZip: 85501**Project Description:** Describe the project in detail using Attachment B at Tab B.**2.3. Amount of State Housing Funds Requested**

| Use of Funds | Grant/Loan |
|--|---------------|
| Owner-occupied Housing Rehabilitation (project specific funding) | \$ 400,000.00 |
| General Administrative Funds (up to an additional 10% of line 1 above) | \$ 40,000.00 |

2.4. Type of funding applicant is willing to accept (check all that apply):

Check all types of funding you are willing to accept, if funded.

Federal Funds



State Funds

**2.5. Type(s) of Property**

Check all that apply:



Single-family detached



Condominium Units



Single-family attached, incl. Townhouses



Manufactured Housing

2.6. Relocation Information:Yes
☐No
☒Maybe
☐Will this Program involve temporary relocation of homeowners?
If yes or maybe, costs must be reflected in the Program Budget at 3.1.2.

2.7. Proposed Beneficiaries

➡ Competitive Scoring: Very-low income targeting.

| Targeted Populations by Income Level | Total Number of Units in Program | % of Units in Program | Number of State-assisted Units in the Program | % of State-assisted Units |
|--|----------------------------------|-----------------------|---|---------------------------|
| Households at or below 50% of AMI | 2 | 25.00% | 2 | 25.00% |
| Households at or below 60% of AMI | 4 | 50.00% | 4 | 50.00% |
| Households at or below 80% of AMI | 2 | 25.00% | 2 | 25.00% |
| Other: Hshlds at or below 30% of AMI | 0 | 0.00% | 0 | 0.00% |
| Total Number of Units in Program: | 8 | 100% | 8 | 100% |

2.8. Priority Population Set-Asides

Complete only if the Program will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions. For a definition of qualifying populations, see description of priority populations under *Definitions*, in the *Program Summary and Application Guide*.

➡ Competitive Scoring: Special Needs Populations targeting.

| Priority Population | No. of Units | % of Units |
|---|--------------|--------------|
| Elderly (62 years of age and older) | 2 | 25.00% |
| Physically disabled persons (<i>design elements must be accommodating</i>) | 2 | 25.00% |
| Other Priority Population: <u>Families with children under age 18 years.</u> | 4 | 50.00% |
| Special needs populations identified in <i>Definitions in Program Summary and Application Guide</i> | | 0.00% |
| Other special needs groups (<i>must be pre-approved by the State</i>) | | 0.00% |
| UNITS NOT SET ASIDE FOR PRIORITY POPULATIONS | | 0.00% |
| Total Number of SHF Assisted Units in Program: | 8 | 100% |

2.9. Type of Assistance to Households:

Program design includes (Check all that apply. This should be reflected in your Program Policy):

- ☒ Deferred, forgivable loans ☒ Repayable loans

2.10. Amount of Funds Invested Per Unit

Maximum amount of **total** subsidy funding (State funds and any other public funding available. See Appendix E of the Program Summary and Application Guide; you can go lower but NOT higher) to be invested in any one unit: \$ 66,000.00

Maximum amount of **State Housing Funds** to be invested in any one unit: \$ 50,000.00

2.11. Method to Determine "After Rehab Value"

Describe how the after rehabilitation value of assisted units will be determined and documented to ensure that units do not exceed maximum property values (95% of the FHA 203(b) insuring limits)

The "After Rehabilitation Value" of assisted units will be determined by adding the estimated amount of SHF funds to be provided at the unit, to the current appraised value of the unit.

2.12. Recapture Period

If the program will include recapture provisions, please indicate required terms, including recapture period (i.e., repayable if property sold within 5 years of investment, etc.)

The recapture period for SHF assisted units shall be: Under \$15,000 = 5 years; \$15,000 to \$40,000 = 10 years; over \$40,000 = 15 years.

2.13. Form of Ownership to be Assisted

(i.e. fee simple, 99 year leasehold, 50 year leasehold for tribal land)

We will obtain a Property Deed or Fee Simple Title for each SHF Assisted Unit

2.14. Property Standards

- ☒ Properties will meet the state's rehabilitation standards, International Energy Conservation Code or better, Energy Star, Arizona Governor's Office of Energy Policy Weatherization Standards and all applicable local codes, ordinances, and zoning ordinances at the time of project completion.
- ☐ In the absence of a local code for new construction or rehabilitation, properties will meet the following (check choice below):
- ☐ Uniform Building Code (ICBO)
 - ☐ National Building Code (BOCA)
 - ☐ Standard Building Code (SBCCI)
 - ☐ the Council of American Building Officials (CABO) one or two family code;
 - ☐ the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926.

2.15. Wait ListApplicant currently: ☒ Maintains a wait list of *income qualified eligible* households **Number of households on wait list 11 Average length of wait for assistance (months) 30Date waiting list
commenced: 07/01/2000****Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to household size, race, ethnicity, income, % AMI, etc. with the Market Demand analysis at TAB F of this application.**☐ Does not maintain a waiting list**2.16. Basis of Loan**

Describe the basis for the loan terms proposed.

We will provide SHF assistance to units via Deferred Payment Loans**2.17. Program Team**

Complete for each project or program team member. Identify the name of the responsible party and the experience that they have in this role. Team members identified after the application are subject to review.

| Function | Responsible Party | Experience |
|---------------------------|-------------------|---|
| Project Manager | Malissa Buzan | 19 years working with OOHR fund sources |
| Program Coordinator | Christine Lopez | 15 years working with OOHR fund sources |
| Rehabilitation Specialist | Gabriel Eylicio | 7 years experience |
| Loan Servicing Specialist | Estelle Belarde | 9 years experience |
| Fiscal Manager | Bree'na York | 15 years experience |
| Consultants | | |
| Function | Responsible Party | Experience |
| Other: | WAP Technician | 3 years experience |
| Other: | | |

2.18. Program Timeline:

Projected start date 03/01/2013

Projected completion date

06/30/2015

(Approximately 120 days after the date the of the application deadline)

Applicants must provide a schedule for the Program that lists expected completion dates ("Contract Date") for the major program activities. Units can be shown as a group or listed individually in the Program Schedule (i.e. "Unit 1 – 3" or "Unit 1", "Unit 2" etc.) If the applicant receives an award, this program schedule will become an attachment to the Funding Agreement. Columns 2 and 3 of the schedule would then become fill-able.

| Program Schedule | | | |
|--|--|-----------------|----------------------|
| Major Program activities: | Contract Date (expected completion) | Complete Yes/No | Modification Date |
| <i>Include additional copy of this chart if more room needed</i> | | | |
| Execute Contract | 3/1/13 | | |
| Unit # <u>1</u> Project Scope out to Bid | 3/10/13 | | |
| Unit # <u>1</u> ERR Appendix A & Initial Project Set-up to ADOH | 3/10/13 | | |
| Unit # <u>1</u> Contractor Selection | 3/20/13 | | |
| Unit # <u>1</u> Rehab construction | 3/27/13 | | |
| Unit # <u>1</u> Final inspection | 5/30/13 | | |
| Unit # <u>1</u> Rehab Loan Closing | 6/15/13 | | |
| Unit # <u>1</u> Individual Project Close out | 6/15/13 | | |
| Unit # <u>2</u> Project Scope out to Bid | 4/1/13 | | |
| Unit # <u>2</u> ERR Appendix A & Initial Project Set-up to ADOH | 4/1/13 | | |
| Unit # <u>2</u> Contractor Selection | 4/10/13 | | |
| Unit # <u>2</u> Rehab construction | 4/25/13 | | |
| Unit # <u>2</u> Final inspection | 6/25/13 | | |
| Unit # <u>2</u> Rehab Loan Closing | 7/25/13 | | |
| Unit # <u>2</u> Individual Project Close out | 7/25/13 | | |
| Unit # <u>3</u> Project Scope out to Bid | 6/1/13 | | |
| Unit # <u>3</u> ERR Appendix A & Initial Project Set-up to ADOH | 6/1/13 | | |
| Unit # <u>3</u> Contractor Selection | 6/10/13 | | |
| Unit # <u>3</u> Rehab construction | 6/15/13 | | |
| Unit # <u>3</u> Final inspection | 8/15/13 | | |
| Unit # <u>3</u> Rehab Loan Closing | 8/25/13 | | |
| Unit # <u>3</u> Individual Project Close out | 8/25/13 | | |
| Contract Close out | 6/1/15 | | |

3. BUDGET STATEMENTS

3.1.1 Program Budget Sources

Full disclosure of all financing sources available is required. *Letters of Commitment must be attached at Tab C.* If after submittal of the application, *additional* financing sources are obtained, these sources must be immediately reported to Housing. Additionally, Housing may require a final uses and sources review if all sources are not firm at the time of application.

- Column A** Identify **all** sources of program financing.
- Column B** Include here only funding sources that are **firmly committed** at the time of application submittal.
- Column C** Include here only funding sources that are **tentative (including funding requested in this application)** that is tentative at the time of application submittal.
- Column D** Indicate whether this commitment is a *grant* or a *loan* that must be repaid. All commitment letters included at *Tab C* should clearly state the *terms of repayment* of any loans.
- Column E** Include date(s) other tentative funding sources were applied for.
- Column F** Include the date(s) of expected award notification for other tentative funding sources.

| Program Funding | | | | | |
|--|----------------------|---------------|---------------|--------------|----------------------|
| A | B | C | D | E | F |
| Source | Funds Committed | Tentative | Loan or grant | Date applied | Date of notification |
| State Housing Funds (Do NOT include general administrative funding). | | \$ 400,000.00 | | | |
| 1. LIHEAP WAP | \$ 108,720.00 | | grant | | 07/01/12 |
| 2. APS WAP | 106,429.00 | | grant | | 07/01/12 |
| 3. URRD | 21,023.00 | | grant | | 07/01/12 |
| 4. SWGAS WAP | 7,150.00 | | grant | | 07/01/12 |
| Total Amount of funding (total of columns B and C) | \$ 243,322.00 | | | | |

3.1.2. Program Budget Uses

- Column A.** If a specific use of funds is not listed, indicate the type of use in "Other" box.
Column B. Indicate the amount of State Housing Funds being requested for this specific use.
Column C. Indicate amount financed by all other funding sources.
Column D. Indicate the total amount of columns B and C for the specified use.
Column E. Spell out the source(s) name for sources indicated in column C (e.g., bank loan, CDBG)

| A | B | C | D | E |
|--|----------------------|----------------------|----------------------|---------------------|
| Activity | State Housing Funds | Other Sources | Total All Sources | Source(s) |
| Site Improvement and Demolition | | | | |
| On-site | | | 0.00 | |
| Landscaping | | | 0.00 | |
| Demolition | | | 0.00 | |
| Rehabilitation Costs | | | | |
| Direct Construction | 357,600.00 | 243,322.00 | 600,922.00 | LIHEAP, SWG, APS/WA |
| Lead Paint Inspection/Clearance | 1,200.00 | | 1,200.00 | |
| Permits/Fees | | | 0.00 | |
| Other | | | 0.00 | |
| Professional Fees | | | | |
| Arch. Design/Supervision | | | 0.00 | |
| Environmental Review (if linked to a unit) | | | 0.00 | |
| Legal Fees | | | 0.00 | |
| Loan Financing Fees | | | | |
| Title & Recording | 1,200.00 | | 1,200.00 | |
| Credit Reports | | | 0.00 | |
| Miscellaneous Soft Costs | | | | |
| | | | 0.00 | |
| | | | 0.00 | |
| Temporary Relocation | | | | |
| Rent or Lodging | | | 0.00 | |
| Meals & Misc. | | | 0.00 | |
| Program Specific Administration | | | | |
| Rehabilitation Specialist | 35,000.00 | | 35,000.00 | |
| Travel | 2,000.00 | | 2,000.00 | |
| Other: Mat & Supplies | 3,000.00 | | 3,000.00 | |
| Subtotal Program Project Costs | \$ 400,000.00 | \$ 243,322.00 | \$ 643,322.00 | |
| General Admin from 2.3. | \$ 40,000.00 | | | |
| Totals | \$ 440,000.00 | \$ 243,322.00 | \$ 683,322.00 | |

4. STATE HOUSING FUND APPLICANT AFFIDAVIT, RELEASE AND CERTIFICATION FORM

The undersigned Applicant hereby applies to the Arizona Department of Housing, its successors and assigns (the "Department"), for a commitment of State Housing Funds. The undersigned is responsible for ensuring that the program will assist only qualified low income housing as described in the application, and will satisfy all applicable State and Federal requirements in the rehabilitation or construction to receive a commitment of State Housing Funds. The Applicant represents and certifies that the application has not requested more State Housing Funds than is necessary to provide the assistance described in this application. In planning this project or program, the Applicant certifies that it has provided for and will continue to encourage the participation of citizens, particularly persons of low income who are residents of areas in which the State Housing Funds are proposed to be used.

The Applicant understands that the Department will determine the eligibility of the project or program based, at least in part, on the information in and submitted with the application by the Applicant and the readiness of the program to proceed, as presented in the application. The Applicant is responsible for the accuracy of all information submitted. Misrepresentations, mistakes or omissions may be the basis for the cancellation of an award.

The Applicant understands and agrees that should the Department commit more funds than the State of Arizona is entitled to award in any given fiscal year (whether State or Federal), and funding is not available as awarded, the Department shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon the commitment.

The Applicant acknowledges and agrees that it will at all times cooperate with regard to request(s) for submittal of additional requests for information from the Department as necessary.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of the Department after the date of commitment. The Applicant will give the State, the U.S. Department of Housing and Urban Development, and any State authorized representative access to and the right to examine all records, books, papers, or documents related to the application and any resulting funding awards.

By executing this authorization and release, the Applicant does hereby authorize the Arizona Department of Housing, its successors and assigns, to obtain and furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the State Housing Fund program.

The Applicant agrees In compliance with State and Federal laws regarding conflict of interest. No elected or appointed officer or employee of the Applicant may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position. No officer or employee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a direct or indirect financial interest, or any other person. No officer or employee may participate as an agent of Applicant in the negotiation or execution of any contract between Applicant and any private business in which he or she has a direct or indirect financial interest. No officer or employee of Applicant may suppress any report or other document because it might tend to affect unfavorably his/her financial interests.

The Applicant agrees that the Arizona Department of Housing, its successors and assigns, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application for funding.

The Applicant hereby represents and certifies under penalty of A.R.S. 13-2311 and 39-161 that the information set forth herein, and all material submitted by the Applicant to the Department, are to the best of the Applicant's knowledge, true and complete and accurately describe the proposed project. The undersigned is duly authorized to execute this instrument on behalf of the Applicant and possesses the legal authority to apply for an allocation of State Housing Funds and to execute the proposed program.

Further, the Applicant represents that its governing body has duly adopted or passed an official act of resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances required, and directing and authorizing the applicant's chief executive officer and/or other designated official representative to act in connection with the application and to provide such additional information as may be required.

The Applicant understands that all representations made herein, and all documentation submitted, is subject to verification by the Department, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant and Developer hereby authorize the Department to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this application. Such information includes but is not limited to audits, financial statements, credit history, copies of income tax returns, and other information deemed necessary by the Department.

The Applicant has caused this document to be duly executed in its name as of this 16th day of October, 20 12.

Applicant Name: Gila County Housing Services - Tommie Cline Martin

By: Chairman, Gila County Board of Supervisors
(Signed by the same person who signed the Resolution)



RESOLUTION NO. 12-10-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2012 STATE HOUSING FUNDS (SHF), (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUND) CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING FUND PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, a recipient of State Housing Funds is required to comply with the program guidelines, State and Federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the full body of the Gila County Board of Supervisors authorize application to be made to the State of Arizona, Department of Housing for Fiscal Year 2012 State Housing Funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

BE IF FURTHER RESOLVED that the Board of Supervisors of Gila County will comply with all State Housing Fund Program guidelines, State and Federal statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in this application(s).

PASSED AND ADOPTED this 16th day of October 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

Arizona State Housing Fund
Owner-Occupied Housing Rehabilitation Programs
Gila County Application
Project Description

Gila County has been known as the heart of Arizona. This reference not only encompasses its shape and size which consists of 4,752 square miles but also its location within Arizona. Gila County is surrounded by 6 of the 15 counties in Arizona. These include Coconino, Navajo, Graham, Pinal, Maricopa and Yavapai counties. Gila County houses 3 Native American Reservations. These include a portion of the San Carlos Apache, a portion of the White Mountain Apache and the Tonto Apache Reservations.

Gila County is essentially divided into a Northern "Timber" region and a Southern "Copper" region. The Northern and Southern regions are divided by Roosevelt Lake. The major industries consist of mining, ranching, and forestry.

The housing stock in Gila County is old and much of it is in poor repair. Most of the housing in Southern Gila County was built prior to 1974, with many homes built in the early 1900's.

Gila County currently maintains a waiting list for income eligible housing rehabilitation applicants. This project would enable 8 units on the waiting list to be rehabilitated. It is expected that the units would have structural issues such as roof repair, plumbing or electrical repair, or structural modification to meet current codes.

This project will geographically cover all of Gila County. The eight units will be located within the boundaries of Gila County, but may be located in various towns or cities within Gila County.

During the first quarter of the grant, the contract will be executed, ERR will occur and applicable reporting will be submitted. Quarterly reports will be submitted throughout the project period.

Units will be identified in the second and third quarters, and project set up/rehabilitation will immediately follow in the 3rd-7th quarters. During this time, the projects will be completed and closed out. Contract closeout will occur in the 8th quarter along with final reporting.



RESOLUTION NO. 12-10-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED APRIL 3, 2012, IN RELATION TO AN APPLICATION FOR FISCAL YEAR 2012 STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUND) FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an owner occupied housing rehabilitation program; and

WHEREAS, this program is funded with State Housing Funds provided by the State of Arizona, and

WHEREAS, the State Housing Fund Program requires that every local government requesting State Housing Funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed Owner-Occupied Housing Rehabilitation Guidelines (OOHRG), dated April 3, 2012, which have been pre-approved by the State Housing Fund Program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts an OOHRG dated April 3, 2012, which shall be used to implement its Housing Rehabilitation Program Guidelines funded through its Fiscal Year 2012 application to the State Housing Fund Program for State Housing Funds; and

BE IT FURTHER RESOLVED that Gila County shall utilize such OOHRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the State Housing Fund Program's CD-1Form; with such revisions submitted to the State Housing Fund Program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 16th day of October 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

GILA COUNTY HOUSING SERVICES PROGRAMS



GUIDELINES

Adopted 4/5/2006, Revised 10/01/2012

Gila County Housing Services Program Guidelines

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GILA COUNTY HOUSING SERVICES PROGRAM GUIDELINES

PURPOSE

The Gila County Housing Services Program is designed to serve low income homeowners with health, safety, energy efficiency, and renewable (green) related home repairs within Gila County. The program is generally defined by these guidelines. These guidelines apply only to the housing rehabilitation loans and/or emergency repair grants funded by Gila County Housing Services Program.

Goals

- To improve the quality, health, safety and energy efficiency of the housing stock and to promote neighborhood revitalization in Gila County.
- To benefit elderly, handicapped, and families with children whose income levels are at or below 50% to 80% of Gila County Median Income Limits.

Objectives

- To invest sufficient funds in each home, that is owned and occupied as a primary residence by low income homeowners, to meet at a minimum, the State of Arizona Rehabilitation Standards.
- To provide technical assistance, counseling and follow-up services to eligible families, including but not limited to:
 - a. Ownership, revitalization, and neighborhood responsibilities
 - b. Budgeting for property taxes and insurance
 - c. Property maintenance
 - d. Energy conservation
- To bring code enforcement activities in conjunction with emergency repairs and rehabilitation services as an educational process to remove health and environmental hazards and promote cleanliness and pride of ownership.
- To provide referral services to the various agencies offering assistance in the areas of housing, medical, financial hardship, legal aid, etc.

The goals and objectives of the Gila County Housing Services Department can be properly implemented and accomplished by having:

- Properly trained personnel to provide assistance from the initial contact through completion of work and loan services
- Properly trained code enforcement personnel (education/human relations) to serve as liaison for all available programs and tasks associated with the Housing Services Department programs

- Network of County and Social Services agencies which will provide support services for the programs listed under this department.

FUNDING

Funding from a variety of sources, such as, Community Development Block Grant (CDBG), HOME, Housing Trust Funds, Arizona Department of Energy, Low Income Home Energy Assistance Program. Any project may have one or any combination of funds as necessary, to accomplish the goal of providing decent, safe housing. Funding limits per unit are: rehab maximum of \$75,000; and reconstruction maximum of \$90,000. When utilizing various funding sources on a project the property value after completion will not exceed FHA 203b limit for Gila County.

TARGET AREA

The target area consists of all of Gila County with the exception of Indian Reservations. A map reflecting the designated rehabilitation area commonly described as Gila County is attached hereto as Attachment 1. Gila County encompasses 4,752 square miles.

ACCESSIBILITY

The program will provide special technical assistance to potential participants who have special barriers to ensure equal access to benefits. For Spanish speaking persons, we will utilize Spanish speaking staff to assist with the entire rehabilitation process.

ELIGIBILITY REQUIREMENTS

- The property must be located within Gila County boundaries excluding Reservation lands.
- Participants must meet 50% to 80% of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- The applicant must provide verification that the property is owner occupied as a primary residence at least 12 months before application, during construction and for the entire recapture period.
- The property must be free from liens that unduly restrict the marketable ownership interest. If the home is on the market for sale, it will not be eligible for assistance.
- The home must be suitable for rehabilitation under the time and funding constraints of the program.
- Participants must meet 50% to 80% (depending on fund source) of area median income guidelines for the area based on family size at the time funds are committed to the property. Income must be verified, whenever possible, by third party verifications. *(Owner must sign an authorization to verify income and income must be re-verified if over 6 months time has elapsed since the commencement of the project.)*
- Homeowner must provide verification of Total Loss Coverage Insurance at the time of application for services.
- Homeowner must hold a Fee Simple Title or a 99-year leasehold on the property, verifiable by a preliminary title search only, deeds alone do not suffice.

- Property taxes must be paid and current at the time of application for services.
- If all funding assistance is not sufficient to rehab the unit to a minimum standard, the application will be denied.

PREFERENCES

Gila County will give priority to eligible households with specified target populations (elderly, disabled and families with children 18 years of age and under).

NON-DISCRIMINATION

The program will not discriminate against any potential participant based on race, color, religion, gender, family status, handicap, or violate any other applicable federal statute.

AFFORDABILITY TO LOW-INCOME HOUSEHOLDS

Sufficient funds will be invested in each home to meet, at a minimum, the State of Arizona Rehabilitation Standards and local building codes. Lien amounts placed on rehabilitated homes will not be allowed to exceed 100 percent combined loan to value. In some cases, reconstruction will be more cost effective than rehabilitation.

GRANT/LOAN

- **LOANS** – Gila County has the ability to negotiate with local Gila County banks to provide principal reduction loans to moderate income homeowners to rehabilitate their homes. Under such agreement the maximum loan amount would be negotiated with the client being able to borrow a certain percent based on their credit worthiness.
- **DEFERRED PAYMENT LOANS (DPL)** -Any owner-occupied rehabilitation project that exceeds \$14,999, including change orders, shall be provided to the participant in the form of a forgivable non-interest bearing deferred payment loan. This loan shall be secured by a lien and promissory note. The note shall be forgiven over a designated period and as long as the dwelling is occupied by the owner. In the event of the owner's death, a **qualifying*** immediate family member who has inherited the property may assume the balance of the deferred payment loan. Any un-forgiven balance of the loan during the recapture period shall become due and payable upon the sale, exchange or transfer of the property. If these guidelines are adopted by other entities with whom Gila County is the sub-recipient, then the Grantor entity shall be responsible for securing the lien and promissory note for the deferred payment loan.
- **EMERGENCY REPAIR GRANT (ERG)** – This is an outright grant (not to exceed \$10,000) to low income residents to address emergency conditions for the purpose of eliminating a threat to life, safety, and/or eliminating an imminent health hazard.

**qualifying – must meet all State Housing Fund Income Guidelines, and other criteria as applicable.*

RECAPTURE PROVISIONS

| <u>Loan Amount</u> | <u>Recapture Period</u> |
|---------------------|-------------------------|
| Under \$15,000 | 5 years |
| \$15000 to \$40,000 | 10 years |
| Over \$40,000 | 15 years |

At the end of the Recapture period, Gila County Housing Services Program shall contact the title company and the Gila County Recorder's Office and proceed to process the loan as "Paid in Full". Copies of all forms from this procedure shall be retained in the case file, as well as, be provided to the homeowner.

PROGRAM INCOME

Should Gila County Housing Services recapture any funding all the funds recaptured will be sent to the Arizona Department of Housing.

In the event that a homeowner decides to refinance their home after rehab work is completed, the Housing Services Department will make the decision as to whether to allow the refinance to take place. A Rate and Term refinance may be allowed, if the purpose is to re-mortgage the first mortgage for a better interest rate and to lower payment amounts and the new financing is at a fixed interest rate. Balloon interest payments or adjustable interest rates are not allowable. Gila County Housing Services may re-subordinate in these cases. The Housing Services Department will not allow or re-subordinate for refinancing to cash out on equity or to open a line-of-credit, in these situations recapture of outstanding deferred payments will be implemented.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious animal, excessive animals)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- If in the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

SELF-HELP OR SWEAT EQUITY

The Housing Services Department does not operate a self-help or sweat equity program. Gila County will not allow the homeowner to perform any scope of the work. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

THE REHABILITATION STANDARD AND SPECIFICATIONS

All housing rehabilitation projects will meet State of Arizona Rehabilitation Standards (Attachment 3) or local code. In addition Gila County has adopted the Uniform Building Code (UBC) (1991), National Electric Code (NEC)(1990), Uniform Mechanical Code (UMC)(1991), Uniform Plumbing Code (UPC)(1991), Uniform Conservation Code (UCC)(1991), as well as, the Uniform Housing Code (UHC)(1991). The County uses standard specifications, which are tailored to each specific project.

When projects are located within incorporated areas the Housing Services Staff will implement the appropriate city or town code. If no code has been adopted, staff will utilize the County's code and ordinances as applicable.

In addition, energy conservation measures and abatement of hazardous materials (i.e. lead based paint) as prescribed by HUD including and not limited to State adopted HUD Lead-Based Paint Regulations are also included in the scope of work.

General property improvements are also included to upgrade the physical appearance of the home and the neighborhood as a whole. See Attachment 3 for more detail.

THE FOLLOWING ARE EXAMPLES OF MEASURES THAT **CANNOT** BE CONSIDERED PART OF REHABILITATION:

1. Items that exceed the quality of products as specified, i.e. upgraded carpet/tile
2. Luxury items not considered a necessity, i.e. fireplaces, swimming pools, cable TV connection, etc.
3. Additions for family rooms, recreation rooms, etc. (bedroom additions will be considered based on family structure and over-crowding in existing house).

TEMPORARY RELOCATION

Temporary housing will be used if necessary to house families whose house is under construction through the rehab program. Funding will be utilized from a variety of programs operated by the Gila County Community Services Division.

- a. If the completion of the identified repairs imposes a health and safety risk to the occupants, Gila County Community Services Division will make temporary housing arrangements for the period of time estimated by the contractor to complete the repairs.
- b. Temporary relocation with area relatives or friends will be the first alternative. If this is not available, the occupants will be temporarily relocated to an area hotel/motel that is equipped with a microwave and refrigerator, if available. The occupants will be responsible for their own meals.
- c. If necessary, personal belongings of the occupants will be placed in temporary storage at either a commercial location or a Gila County storage location, if available.
- d. All temporary relocation costs will be included in the total rehabilitation cost.

REPLACEMENT REHABILITATION

Replacement is only allowed under the Rehabilitation Program.

1. Staff will make cost estimates for each dwelling. If the unit is a manufactured home and the cost estimate of the necessary repairs exceeds the budgeted amount and if the repairs that can be made would still not bring the unit "up to code", the decision can be made to replace the unit with a used manufactured home, providing the cost of transport, hookup and after-rehab value is within the allowable cost of the program.
2. The replacement manufactured/modular home will be competitively procured through the solicitation of three written quotes, in accordance with Gila County Purchasing Department Policy. If the homeowner refuses to accept the unit selected by Gila County during the first round of the selection process, the homeowner will be allowed a second chance to select a unit. Gila County will again attempt to competitively procure a unit for the homeowner. If the homeowner refuses to accept the unit selected by Gila County during the second round of the selection process, the homeowner's application will be cancelled. The homeowner will be notified in writing of this cancellation and they will have ten (10) days from the date of the cancellation letter to request an Administrative Review/Informal Hearing on the decision to cancel the application. In the Administrative Review/Informal Hearing, the homeowner must prove "just cause" as to the reason for not selecting a unit.
3. On used mobile home replacements, all appliances, utilities and fixtures will be in good working order. However, homeowner understands that if this is not a new mobile home, homeowner accepts it "as is". All appliances and fixtures will be replaced with new, if enough funding is left in their grant.
4. Staff will first try to replace mobiles with new factory built ones, as costs allow.

ACQUISITION

All acquisition of land, which includes long term leases and permanent use easement, must meet the requirements of the Uniform Relocation and Real Property Acquisition Act. This requires documentation of various notices to the owner, and appraisals (and review appraisals) in most instances.

LEAD BASED PAINT HUD REGULATIONS

In order to comply and implement lead-based paint requirements, the Housing Services Department shall use as guidance the OHD Housing Bulletin #1 issued by the GOHD on December, 2001 (Attachment 6 under Section A). The program shall specifically adhere to the evaluation, disclosure, work requirements, and clearance procedures contained in this Bulletin. Any interim control or abatement procedures of lead-based paint hazards as prescribed by HUD requirements shall be included in the scope of work. The Housing Services Department shall also attempt to obtain lead-based paint general liability insurance for lead-based paint hazards and encourage contractors to secure lead-based paint hazard liability insurance.

Staff will provide the homeowner with the EPA/HUD Pamphlet "Protect Your Family from Lead in Your Home". Staff shall also provide the homeowner with the Lead Based Paint Notification for the homeowner's review and signature. Staff shall specifically review the notification form with the homeowner and make every effort to ensure the homeowner is aware of the hazards and

ways to avoid lead based paint poisoning. The executed notification is retained in the homeowner/client's file and a copy is provided to the client. If lead based paint hazards are identified by risk assessment and treated the participant shall be provided with the following notices: Notice of Evaluation and Notice of Lead Hazard Reduction. All brochures are available in alternate format for non-English Spanish speaking persons.

MARKETING TO GENERAL PUBLIC/POSSIBLE APPLICANTS

Gila County makes every effort to promote awareness to the general public by presenting its program to local groups, such as the Chamber of Commerce, the Lions Club, the Rotary Club, Southern Gila County Network Team, and any other group that expresses interest. Public Service announcements and press releases are also sent to local radio, television and newspapers to market our program.

The Housing Services Program makes every possible effort to inform and promote program awareness to every segment of the community. Informational materials are distributed across the county and are freely available through various county departments. Although, "word of mouth" is the best and foremost method of communication in our community, the Housing Services Program also advertises in the local newspapers within the county.

The Housing Services Program has also developed a network for referrals from:

1. Gila County Health Department, Public Health Nursing, Public Environmental Health Dept., Public Gila County Public Fiduciary's Office, Gila County Community Development Office, Gila County Section 8 Housing Program, Workforce Investment Department, Gila County Community Action Program.
2. Gila County Community Development Office advising of dangerous or condemned buildings.
3. Gila County Community Development Office or Gila County Health Department advising of a broken sewer, leaky roof, etc. during their inspections.
4. Various social services agencies (Gila Aging, Child Protective Services, Vocational Rehabilitation Program, etc.) advising of health and safety issues.

All promotional materials and other marketing tasks are done by the Housing Services Program staff on an ongoing basis.

MARKETING TO CONTRACTORS

The Housing Services Department follows the procedures for procurement and contracting as directed in the handbook distributed by the Arizona Department of Housing. This handbook and any updating information/additions to the same are kept by the Housing Services Manager and are available for review and reference by any interested person(s).

It is standard procedure to advertise for rehabilitation bids in the local newspapers (AZ Silver Belt, Copper Country News, Payson Round-Up, etc.) which is distributed throughout Gila County. The Housing Services Department also keeps files on qualified contractors, who are notified by mail, telephone or by fax of any jobs that may be out to bid.

Bids will be solicited from only those contractors who have successfully completed Building Pressures Institute (BPI) training and are currently certified as such.

Every effort is made to obtain a minimum of three (3) bids for each house.

The Administrative Assistant shall retain the files on licensed, insured, bonded and otherwise qualified (not disbarred) contractors who are notified in writing of any bid invitation. Contractors will be encouraged to secure lead based hazard liability insurance as the Housing Services Program will grant preference to those with this type of insurance.

STAFFING AND ADMINISTRATIVE STRUCTURE

The Gila County Housing Services Department currently consists of approximately 5 staff with additional services provided by the county departments listed under the heading of the Community Services Division on an as needed basis. The Housing Services Department is administered and staffed as follows:

Community Services Division Director
Community Services Divisional Fiscal Manager
Community Services Division Community Action/Housing Services Manager
Community Services Division Administrative Clerk, Specialist
Community Services Division Weatherization/Rehabilitation Technician
Community Services Division Housing Assistant

The Director provides oversight of the program. The Community Action/Housing Services Manager in monitoring the expenditure of funds for each project and preparing the necessary financial reports.

The Community Action/Housing Services Manager and the Administrative Clerk Specialist, are responsible for writing all grant applications for submission to the funding agency(ies).

The Administrative Clerk Specialist will assist the Community Action/Housing Services Manager with writing/revisions to the program guidelines, compliance issues, and periodical monitoring of the administration of the program(s).

The Community Action/Housing Services Manager is responsible for the implementation of the program, expenditure of funds and compliance with the program rules and regulations. The Community Action/Housing Services Manager secondary tasks are those related directly to rehabilitation services and working on a one to one basis with the applicants from identification to completion of the project.

The Housing Services Assistant is responsible for intake, contacting licensed, minority and women owned businesses to request their participation in the Housing Services programs, qualifying the applicant, maintenance of waiting lists, correspondence between department and homeowner, monitoring and data entry of each project. Also assists the Divisional Fiscal Manager with financial management and contract closeouts, and assists the Weatherization/Rehabilitation Technician with program eligibility

The Weatherization/Rehabilitation Technician is responsible for all necessary disclosures, preliminary and subsequent inspection of the subject property, preparation of the plans and/or specifications for bidding, cost estimating, and final close-out of the project. During construction, the Weatherization/Rehabilitation Technician and Technician conduct periodic inspections of the

work, interfaces with the homeowner and contractor to ensure quality work, approves change orders for referral to the homeowner and participates in the final walk through. Maintenance, energy conservation, and homeowner responsibility/neighborhood revitalization counseling will be provided to each participant by any member of the Housing Services Department.

Training for the Housing Services Program staff is provided by Gila County and by attending workshops training sessions paid for with grant monies. In addition to the Housing Services Department staff, we will utilize the Gila County Planning/Zoning, Community Development, and Engineering Departments for appropriate technical assistance to the program.

PRE-SCREENING PROCESS

The prospective applicant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:

- a. Applicant presently owns the property
- b. Location of the home is within the county boundaries
- c. Preliminary (self declared) income information
- d. Determination if Property Taxes and Insurances are current on the property
- e. Household size and composition

Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

If the individual is found eligible, the individual is placed on a waiting list. Recertification for continuation on the waiting list is performed every six months. When the individual reaches the top of the waiting list Housing Services staff, with the help of the prospective participant, will complete the application to ensure the information accurately reflects the prospective participant's present situation.

APPLICATION PROCESS

Housing Services staff will verify all income via third party verification from employers, Social Security Administration, Veteran's Administration, previously filed income tax returns, check stubs, etc. During rehab, income verification shall be valid for a period of six (6) months, after which it must be recertified if the project has not been completed. All information obtained through this process shall be kept in locked files to ensure confidentiality.

The following definitions aid staff in the application process:

- Income - All wages, financial assistance from Social Security, Veteran's Administration, Department of Economic Security, Temporary Assistance to Needy Families, Unemployment Insurance, Alimony, Child Support, and income from any other source by any member of the household.
- Family/Household – All persons occupying the home, including permanent extended family, i.e., elderly parents, single children with children of their own. In the case of more than one family per unit, every effort is made to provide the non-owner with housing assistance through another program to decrease over-crowding.

Prior to the formal application being approved, two eligibility determinations/certifications are made:

- 1). Family – based on income and home ownership (if on waiting list more than 6 months must be recertified.)
- 2). Property – feasible for rehabilitation

Priority will be given to elderly, disabled and families with children whose incomes fall at or below 50% to 80% of Gila County Median Income limits. An exception to this rule would be if an emergency situation¹ is found in the home, and if so determined, this individual would be expedited on an emergency basis.

Upon the approval of the application, income eligibility requirements, home ownership, and proof of insurability, the participant will be notified within fifteen (15) working days of the eligibility determination.

In the application process staff will review each case with the Community Action/Housing Services Manager. The Weatherization/Rehabilitation Technician and/or Community Action/Housing Services Manager is responsible for approval or disapproval of each application. Housing Services staff will then inform the applicant of the type and extent of assistance being offered and advise the applicant of the estimated time line for the sequence of events that will be necessary in the repair/rehabilitation process.

A title search will be conducted by the staff to determine that there are no liens or taxes owed against the property. Should liens and/or arrearages exist, Housing Services staff will meet with the homeowner to attempt to resolve the situation. The Administrative Assistant will verify ownership by obtaining a copy of the deed or title and a tax valuation from the Gila County Assessor's Office. The participant shall provide the Administrative Assistant with verification of total loss coverage insurance on the home. Eligibility determination will not be made nor will the repairs/rehabilitation of the property be commenced until all information/verifications are received.

If the potential participant has a 504/ADA issue or is non-English speaking, staff provides the necessary assistance through the entire process.

The Community Action/Housing Services Manager shall review and authorize each application prior to the project commencing.

Upon acceptance into program, certified staff will schedule an initial property inspection and will conduct a visual assessment to identify lead hazards and determine the Scope of Work. The homeowner is also informed that all contracts are strictly between the owner and contractor. The Weatherization/Rehabilitation Technician and/or Weatherization Technician will monitor the progress, inspect for proper performance and sign off along with the homeowner after both are satisfied with the completed project.

Copies of all forms that are pertinent to the project will be provided to each homeowner at their request.

WORK WRITE-UP

Work Write-Up Forms are prepared by the Weatherization/Rehabilitation Technician who is experienced in construction and is required to keep abreast of the latest code requirements, construction methods and materials, and particularly, preservation of a designated historical building. It is important in our program to preserve the architectural features of a particular era. In a case where code and preservation conflict, the work shall be done to code, but every effort will be made to provide the “look” of a particular feature, structural or nonstructural. A change order will be prepared, if necessary, and it will bear approval from the homeowner, Weatherization/Rehabilitation Technician, contractor and Housing Services Manager.

The Housing Services Manager is responsible for reviewing the accuracy of the work write-up and the homeowner will approve final work write-up. The work write-up will call for items that meet code as per the Rehabilitation Standards, but will specify brands, sizes, location, etc. The work write-up may be accompanied by a set of plans complete with construction details. The plans will identify all areas of the house and approximate dimensions, door and window location, etc. The work write-up can be specifically cross-referenced.

Only FHA approved improvements are eligible under this program. A Property Inspection Checklist is utilized to assist with ensuring homes meet State Rehabilitation Standards and are safe, sanitary, decent and energy efficient.

The Weatherization/Rehabilitation Technician and staff utilize a computerized specification writing program when preparing the specifications for each project. Sample building specifications are included as Attachment 4, which is a copy of the standardized rehabilitation specifications generated by the Respec program when developing the work write-up for each project. Staff also has the ability to create additional specifications tailored to each project.

COST ESTIMATES

The Weatherization/Rehabilitation Technician is responsible for the preparation of a cost estimate for each job. In addition to the experience and training previously mentioned under the work write-up, the Weatherization/Rehabilitation Technician must keep abreast of the economic conditions in our area with respect to the construction trades, including, but not limited to:

- a. Availability of qualified contractors with emphasis on disabled, women, and minority business enterprises;
- b. Availability/cost of materials;
- c. Present labor costs.
- d. Must have Building Pressure Institute (BPI) and Home Energy Rate Training (HERS) Course Certifications

The Weatherization/Rehabilitation Technician will prepare a cost estimate of each individual dwelling based on the technical specifications as determined in the work write-up. The cost estimate will include all costs for materials and labor, as well as, costs for overhead and profit. In order to stretch the rehabilitation dollars, the county and incorporated areas may waive permit fees on all projects.

PRE-CONSTRUCTION CONFERENCE

A Pre-Construction Conference is held on the property site prior to bidding. The Pre-Construction Conference assists in minimizing any misunderstandings with the staff, contractors and homeowners regarding work to be accomplished during the project.

Gila County will only utilize Contractors who have successfully completed a contractor eligibility package. This package includes verification of licensing, insurances, and that contractor is in good standing with the Arizona Registrar of Contractors. Any Contractor that does not complete the process, or has otherwise been deemed ineligible, will not be able to participate in the program.

BID AWARDS

A. **Bid Award:** Bids are awarded by homeowner, however, housing staff will recommend the award be made to the lowest qualified bidder. The Housing Services Manager reserves the right to reject any and/or all bids for reasons including but not limited to the following:

1. The Contractor is not licensed or has had his license suspended or has been disbarred from projects involving certain funding sources (i.e. HUD)
2. The Contractor is not able to proceed with the project in a timely manner due to other commitments.
3. The bid submitted is more than 15% below the Cost Estimate and, in the Housing Rehab Specialist's judgment, the Contractor will not be able to complete the project as specified for the bid price.
4. The Contractor has failed to complete past projects in a timely or workman like manner or has failed to respond appropriately to request for warranty service.
5. The Contractor has failed to provide lien waivers as required or has had mechanic's liens filed by suppliers or subcontractors on past projects.
6. Bidding forms are improperly filled out or incomplete.
7. All bids submitted are more than 15% above the Cost Estimate.

B. **Owner Bid Rejection:** The Owner may reject any or all bids without cause subject to the following provisions:

1. The Owner may choose to reject the lowest qualified bid recommended by the Housing Services Manager and select a Contractor other than the lowest bidder if the Owner is willing to provide from his own funds and amount equal to the difference between the low bid and the selected bid.
2. The Owner may reject all bids at any time up to three working days after the contract is closed.

C. **Delays in Awarding Contract:** Generally the contract will be closed and work will begin within thirty days of the date of bid submission. If thirty days have passed since the submittal of bids and no contract has been signed, the Contractor has the option of:

1. Honoring the original bid.
2. Withdrawing his bid.

If the Contractor chooses to withdraw his bid, the project will be offered to the next qualified low bid or a new bid process will begin. The Housing Services Manager reserves the right, with the owner's concurrence, to negotiate any bid.

AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the housing rehabilitation program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

PROPERTY INSPECTIONS

Property inspections will be performed by a qualified Building Inspector to ensure all work complies with the applicable building codes.

In addition, Housing Services Staff will conduct frequent inspections to monitor progress, identify problems that may occur, initiate change orders that may arise, ensure compliance with State Rehabilitation Standards requirements and non-code items. Staff is certified in the State Rehabilitation Standards inspections, energy audits and in general code requirements. Training in this area is provided with Gila County and/or grant funds.

CHANGE ORDERS

A Change Order may be requested by the contractor due to circumstances which were unforeseen and not included in the original Work Write-Up. An example would be a safety or code violation that could not be determined until the actual work began. The homeowner must be informed of Change Orders and agree to these changes in writing. The contractor must have written approval from the Community Action/Housing Services Manager and or Weatherization/Rehabilitation Technician before undertaking any Change Order work, for any reason. Change Orders must be in writing and documented in the client file. If the Change Order is costly the project may be adjusted as not to exceed the projects budget.

PAYMENT AND WARRANTIES

Payments for services are not approved until all aspects of the repairs/rehabilitation have been performed to the satisfaction of the contract terms, homeowner, and final inspection by the Housing Services Manager, Weatherization/Rehabilitation Technician. In certain cases, progress payments are allowed on large contract amounts.

Warranty information is provided to the homeowner at the time the project is completed. The homeowner must sign the Warranty Documentation Notice to verify receipt of the documents. The Administrative Assistant will also maintain copies of warranties in the client file.

REPORTING, CASEMANAGEMENT AND TRACKING

The Community Action/Housing Services Manager and Divisional Fiscal Manager are responsible for reporting procedures. The Weatherization Technician and the Administrative Assistant are responsible for maintenance of all case files, and the Housing Services Program staff maintains a real time progress chart detailing the progress on each dwelling under construction. The Weatherization/Rehabilitation Technician and Administrative Assistant prepare monthly progress reports to the Community Action/Housing Services Manager and the Divisional Fiscal Manager. The Divisional Fiscal Manager is responsible for all financial and performance reports to the Arizona Department of Housing including, but not limited to family

and contractor profiles (minority, handicapped, ethnicity, etc.). The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

HOUSING MAINTENANCE COUNSELING

During the construction phase of the project, counseling will be provided on good neighbor policies; maintenance of property and appliances, keeping landscaping neat, not allowing garbage to pile up, changing appliance filters and pads. After construction is completed Housing Services staff will provide energy conservation education including applications for local utility discount programs, as well as, other topics as necessary to enhance homeowner's understanding of their role in the community.

ENERGY EFFICIENCY GUIDELINES

All single family housing rehabilitation is required to incorporate The Arizona Governor's Office of Energy Policy, Weatherization Standards. All new construction is to achieve a Home Energy Rating System (HERS) index beyond the baseline of 85. Final HERS index must be submitted prior to receipt of the final draw. The projected, pre-construction HERS index must be submitted to the ADOH once the construction drawings have been completed and the final HERS index must be submitted prior to the receipt of the final draw. All of the above assessments and weatherization work are to be completed by Building Performance Institute, Inc. (BPI) certified weatherization professionals.

AFTER REHABILITATION ASSESSED VALUE

Staff will obtain a pre-rehabilitation assessment from the Gila County Assessor's Office and at the completion of the rehabilitation project will add the total project costs to the assessed value of the home to determine the after rehabilitation assessed value of the home. This will be documented on the Project Completion Form. The assessed value of the home plus the rehabilitation assistance will not exceed maximum per state unit investment amounts for Gila County.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Housing Rehabilitation Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.

- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division Housing Services Department who has CDBG, SHF or

HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

EMERGENCY REPAIR GRANT GUIDELINES

PURPOSE

The Emergency Repair Program is designed to assist low income households with minor emergency repairs to their home. This program is available to qualified low income homeowners located within Gila County. The maximum grant amount is \$10,000.

ELIGIBLE COSTS

In order to qualify for an emergency repair grant, the property must be suitable for emergency repairs under the time and funding constraints of the program. If all funding assistance is not sufficient to repair the unit to meet at a minimum, The State of Arizona Rehabilitation Standards, the application will be denied. An emergency situation (in need of immediate correction of a code violation(s), which constitutes: (a) a serious and urgent, life threatening hazard that comes about suddenly and unexpectedly; and/or (b) an incipient health and safety hazard (i.e., a code violation that, if not repaired, will cause serious structural damage to the property) must also be present in the home at the time of application for services.

TYPES OF REPAIRS

Any repairs necessary to provide the household members with safe and sanitary living conditions are considered an emergency. Examples are:

1. Plumbing – overflowing of toilets, defective hot water heater, blockage in sewer line, and defective heating systems.
2. Electrical – shortage in electrical wiring, switches, exposed wires, etc.
3. Miscellaneous – leaky roofs or defective entrance doors with improper locking devices, etc.

PROCEDURES

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:
 - a. Individual presently owns and occupies the property;
 - b. Location of the home is within Gila County boundaries; and
 - c. Preliminary income information.
 - d. Property Taxes and Insurance are paid and up-to-date on the property.
 - e. Household size and composition.
 - f. Determine if an urgent and serious emergency situation exists (in the event of an emergency situation, Step 2 will be eliminated and Steps 3 and 4 will be expedited)
 - g. Home is being occupied as a primary residence for at least 12 months prior to assistance.
 - h. If the home is on the market for sale, it will not be eligible for assistance.

2. Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.
3. A member of the Housing Services Staff will inspect the property to verify emergency.
4. The homeowner will be required to submit an application for services (following steps defined on page 9 of the housing rehabilitation guidelines).
5. Housing Services Staff shall contact a local licensed qualified contractor to get estimates on the repair(s). The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed *shall* be the minimum necessary to alleviate the emergency and further repairs to the home *may* be placed on hold until such time that the Housing Services staff can schedule the completions.
6. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Final Inspection Form prior to the final contractor payment being issued.
7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of materials.
- The building or structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious animal, excessive animals)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services Program Staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Community Action/Housing Services Manager.

AFTER EMERGENCY REPAIR ASSESSED VALUE

Upon approval of the applicant, staff will obtain an assessment from the Gila County Assessor's Office and at the completion of the project will add the total projects costs to the assessed value of the home to determine the after emergency repair assessed value of the home. This will be documented on the Project Completion Form. The assessed value of the home plus the emergency repair assistance will not exceed maximum per state unit investment amounts for Gila County.

AGREEMENTS, CONTRACTS, AND OTHER DOCUMENTS

Each file contains a checklist noting all documents and verifications (such as check stubs, bank statements, property tax statement, title report insurance, etc) required for the emergency repair program. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A".

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.

- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Community Services Division/Housing Services Department.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Community Action/Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division who has CDBG, SHF or HOME related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

MINOR HOME REPAIR PROGRAM GUIDELINES

PURPOSE

Minor Home Repair Program is designed to assist persons aged 60 or over or those under age 60 with a disability with minor home repairs to their home. This program is available to qualified residents living in Gila County. This program is designed to help those who do not have the resources to perform or pay for the repairs themselves.

ELIGIBLE COSTS

In order to qualify for the program, the property must be suitable for repairs under the time and funding constraints of the program. Persons whose income level is at or below poverty level will be given priority over those whose incomes are higher than poverty level. The maximum amount of each grant is \$1,500.00.

TYPES OF REPAIRS

The type of repairs made will provide for the safety and/or structural repairs to the home. The repairs must be made to increase or maintain the independence of eligible individuals and to increase the individual's mobility, safety, and access to and around the home. Repairs done to the home may include, but are not limited to:

- Building of ramps
- Cooler and heater repair/maintenance
- Evaporative Cooler Tune-up Program
- Widening of doorways
- Installation of grab bars
- Screen repair
- Installation of safety mats
- Window repair
- Minor roof repair
- Door repair
- Floor repair

The majority of the funding for this program will be utilized for the Low Income Evaporative Cooler Tune-up Program. The evaporative cooler tune-up program will be bid out to local licensed heating/cooling contractors. The contractor who bids the lowest per cooler price will be awarded the contract and an agreement will be entered into for the evaporative cooler tune-up portion of this program.

PROCEDURES

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application by one of several methods. The methods are telephonic, in person, via home visit (for homebound only), and through a downloaded application via the internet.
2. Determination of eligibility is performed at the time of the application.

3. The application is reviewed by the Housing Services staff to determine the best method of resolving the repair.
4. Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s).
5. The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed *shall* be the minimum necessary to alleviate the emergency and to receive additional repairs to the home *may* be placed on a waiting list for other funding sources.
6. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Follow-up Form prior to the final contractor payment being issued.
7. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future “call back” notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.

- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Community Action/Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division who has Pinal Gila Council for Senior Citizens funding related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

Utility Repair, Replacement and Deposit (URRD) Program Guidelines

(Excerpted from Arizona Department of Economic Security Division of Aging and Community Services
Administration Utility Repair Replacement Deposit (URRD) Policy Manual Insert)

PURPOSE

Utility Repair, Replacement was established by state law to help low income individuals who are in crisis situations with deposits for utility services and to make needed repairs and replacements to utility related appliances or systems.

ELIGIBLE COSTS

In order to qualify for the program the total household income must be at or below 150% of Federal Poverty Guidelines. The person must own the appliance that is being repaired or replaced. The maximum amount of each grant is \$2,000.00.

TYPES OF ASSISTANCE

Assistance may include, but is not limited to:

- Deposits for Gas/Propane, Electricity, Telephone and Water Services
- Repairs to utility related appliances or systems.
- Replacements of heating or cooling systems, water heaters, space heaters and telephones for owners.

The applicant must be the owner of the appliance or system to be repaired and/or replaced.

ELIGIBLE APPLIANCES:

- Water heater
- Cooking Stove
- Furnaces
- Air Conditioners
- Telephone
- Evaporative Coolers
- Refrigerators (energy efficient only)

NOT ELIGIBLE APPLIANCES

- Televisions
- Radios
- Video Cassette Recorder (VCR)
- Hair Dryers
- Blenders
- Water Softeners
- Cable TV
- Satellite Receivers

All other appliance repair and/or replacement not listed will require prior approval by the DES/CSA Program Manager or the Program Specialist.

PROCEDURES

1. APPLICATION

The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application for services.

2. CRITERIA FOR REPAIR/REPLACEMENT

Replacement of utility related appliance shall be limited to when repair costs exceed replacement costs or an appliance is found to be inoperable with repairs. Replacement will only occur when a crisis has been documented.

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors should establish procedures to assure this occurs.

3. OWNERSHIP AND INSPECTION

Ownership of the appliance or utility system can be ascertained by:

- Client providing a receipt of purchase, or
- Client signs a statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified Housing Services staff member.

4. PAYMENTS

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentations, such as an invoice.

5. ELIGIBILITY:

- Income must be at or below 125% of federal poverty guidelines, or 150% if one or more household members is aged 60 or over and/or has a disability.
- Must establish and verify identity,
- Must verify United States Citizenship¹, or verification of immigrant status²
- Must be a resident of Arizona
- Household must be in a crisis situation and meet one of the crisis reasons.
- Applicant must be the owner of the appliance or system to be repaired and/or replaced.

Crisis Reasons:

- A loss or reduction of income or public benefits
- Unexpected emergency expense that caused a lack of resources
- A health or safety related emergency

6. An eligibility determination will be issued. For repair/replacements, the Housing Services Staff will make an assessment of the repairs/replacements and determine what type of assistance is necessary to alleviate the problem.

7. For Utility Payments: a voucher will be issued to the appropriate utility company. The client must take the voucher to the company and arrange for service. The client must provide verification that they have paid the rent prior to receiving assistance with deposits.

For Repair/Replacement: Housing Services Staff shall contact a local licensed contractor to get estimates on the repair(s). The contractor who bids the lowest price will be awarded the bid. In the event that we cannot receive at least 3 bids, the staff member will note it in the file and the job will be awarded to the only bidder.

8. The repair(s) will be approved by the staff and then will be performed within either: 1) a one to three day period of the initial application for services; or 2) as immediately as possible to alleviate the emergency situation, the repairs performed **shall** be the minimum

necessary to alleviate the emergency. If further repairs to the home are necessary, the person will be placed on a waiting list for other program funding.

9. Housing Services Staff will conduct an inspection on the work completed. Counseling and education on the maintenance and care of the home, appliances, property, as well as, energy efficiency/savings will be provided before, during and after the work is completed.
10. The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.
11. The file is then given to the Community Action Program Manager to complete a final quality review.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animals, animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the Housing Services staff, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future "call back" notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed. Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Community Action/Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.

- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Community Action/Housing Services Manager. Complaints shall be brought to the attention of the Community Action/Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Community Action/Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Community Action/Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Community Services Division at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Community Services Division of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
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This grievance procedure has been approved by the Arizona Department of Housing. Each participant is given a copy of the grievance procedure with a copy being maintained in the case file in the Office of Community Services/Housing Services Department.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave., Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification.

Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Community Action/Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor, homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division who has URRD related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.

WEATHERIZATION ASSISTANCE PROGRAM GUIDELINES

PURPOSE

Gila County Weatherization Assistance Program (WAP) is designed to serve low income homeowners with health, safety and energy related home repairs within Gila County. The program is generally defined by these guidelines.

ELIGIBLE COSTS

In order to qualify for the program the total household income must be at or below 150% of Federal Poverty Guidelines. The person must own the home that is being considered for the weatherization assistance program. Cost effectiveness will determine the type and amount of funding that is available per home.

TYPES OF ASSISTANCE

Assistance may include, but is not limited to:

- Repair and/or replacement of heating system
- Installation of ceiling insulation
- Water heater wrap (where allowed)
- Upgrade of evaporative cooler motor to a higher efficiency two-speed motor
- shade screens on all sun struck south, east and west windows and glass doors
- Reflective roof coating on mobile homes
- Storm window or single pane windows on mobile homes
- Water Heater repairs and relocation to a weather protected area if applicable.
- Replacement, of space heating and cooling systems when the cost to repair the equipment is greater than the cost to replace the equipment.
- Installation of low flow shower head
- Space Heating and cooling equipment tune-ups.
- Installation of setback thermostat(s) for persons with mobility problems or other extenuating circumstances.
- Replacement of wall, ceiling, and floor forced air supply registers when existing condition limits functioning of control louvers.
- Replacement of evaporative coolers when the cost to repair the equipment is greater than the cost to replace the equipment.
- Fresh air ventilation systems may be installed with prior approval from the Energy Office.
- Installation of a butterfly damper in kitchen or bathroom ceiling exhaust fan(s) or ventilation ports.
- Exterior Doors with LIHEAP/WAP funding.
- Attic ventilation with LIHEAP/WAP funding.

RENTAL DWELLING

No rental dwelling may be weatherized under the terms of the weatherization Assistance Program Contract, unless written permission to perform itemized services is obtained from the owner of the rental unit or the owner's authorized agent. Said written permission is to be

retained, along with such other agreements between the Contractor and the rental owner/agent, as part of the job record and client job file.

- a. The fuel information release form shall be signed by the tenant of a rental dwelling prior to the inception of Weatherization services unless the dwelling is part of a master-metered complex in which case this provision does not apply.
- b. The owner of the rental property or the owner's agent shall agree in writing not to raise the rental charge of said dwelling for a minimum period of one year from the date of the completion of Weatherization services as a consequence of the Weatherization investment.

PROHIBITION AGAINST WEATHERIZATION SERVICES

Dwelling Units

- Dwelling units which are vacant or which are designated for acquisition or clearance by a federal, state, or local program within twelve (12) months from the date of scheduled weatherization shall not be provided Weatherization services under this contract.
- Dwelling units which are known to be for sale as evidenced by "For Sale" signs on the property, realtor listing and offering or classified advertisement, shall not be provided Weatherization services under this contract.
- Weatherization services, under this contract, are prohibited where the dwelling unit of an applicant household is located in a designated flood plain unless said dwelling unit is currently covered by flood insurance.

HEALTH AND SAFETY PLAN

PURPOSE – to establish the policies and procedures under which health and safety concerns are addressed in the Weatherization Assistance Program (WAP).

GOAL – To ensure energy savings are the result of Weatherization Assistance Programs actions while promoting a health and safe environment for clients and WAP worker and contractors.

SCOPE – Energy-related health and safety concerns need to be remedied before, or because of, the installation of weatherization materials. Therefore, energy-related health and safety hazards associated with weatherization activities may be remedied or prevented with DOE funds. Measures and their costs must be reasonable and must not seriously impair the primary energy conservation purpose of the program.

The Health and Safety Procedures are applicable to all activities under the WAP.

- A. **Grantee Health & Safety:** The Arizona Energy Office – WAP field monitors will follow all applicable health and safety rules with respect to the conduct of their on-site job visits including the use of face masks, hard hats, appropriate footwear, and such other applicable attire and equipment so as to minimize personal risks.
- B. **Crew and/or Contractor Health and Safety:** Arizona subgrantees and their contractors will comply with the Occupational Safety and Health Administration (OSHA) requirements in all weatherization activities.
- C. **Client Health and Safety:** Weatherization services can be provided in a manner that minimizes risk to workers and clients. Although the Weatherization Assistance Program does not provide all the solutions, awareness of potential hazards is essential to providing

quality services. A list of the more common hazards and DOE's preferred approach to them are discussed in Section D of the APPENDIX of Exhibit C of the Contract. Other energy-related hazards should be considered on a case-by-case basis. Grantees and sub-grantees are required to take all reasonable precautions against performing work on homes that will subject workers or clients to health and safety risks. If there is any doubt that weatherization work can be conducted in a manner that is safe for all parties concerned, the Sub-grantee must not proceed further. Before beginning work on the residence, sub-grantees will take into consideration the health concerns of each occupant, the condition of the dwelling, and the possible effect of work to be performed on any particular health or medical condition of the occupants. When a person's health is fragile and/or the work activities would constitute a health or safety hazard, the occupants at risk will be required to leave the home during these work activities or the work will be suspended until such a time as it can be performed appropriately.

PROCEDURES

1. The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete a pre-screening form to determine the individual's preliminary eligibility, specifically:
 - A. Individual presently owns and occupies the property;
 - B. Location of the home is within Gila County boundaries; and
 - C. Preliminary income information.
 - D. Household size and composition.
 - E. Home is being occupied as a primary residence for at least 12 months prior to assistance.
 - F. If the home is on the market for sale, it will not be eligible for assistance.
2. Determination of eligibility to be placed on a waiting list is performed at the pre-screening process and the individual is notified in writing within ten (10) working days of this determination.

APPLICATION

The prospective applicant with the assistance of the Housing Services Administrative Assistant will complete an application for services.

ELIGIBILITY

- Income must be at or below 125% of federal poverty guidelines, or 150% if one or more household members is aged 60 or over and/or has a disability.
- Must be a resident of Arizona
- Must own and occupy the home as their primary residence.

An eligibility determination will be issued.

Housing Services Technician will prepare a Scope of Work detailing all measures to be completed on the home. The Scope of Work will be then provided to a licensed contractor(s) to receive an estimate for the cost of the measures. The Housing Services Manager and/or

Technician will review and authorize the work to be completed as per the Scope of Work. Change Orders will be done when the Scope of Work is altered.

Housing Services Staff will conduct inspections on the work as it is completed. Post Work Audits will be completed on the structure at this time, as well as, counseling and education on the maintenance and care of the home, appliances, property, and energy efficiency/savings will be provided before, during and after the work is completed. The homeowner will be asked to complete a Final Inspection Form prior to the final contractor payment being issued.

The Administrative Assistant will enter all project completions into a database for the purpose of tracking all current and previous participants in the program.

DEFERRAL CONDITIONS

The decision to defer work in a dwelling is difficult, but necessary in some cases. If a decision to defer has been made, work must be postponed until the problems can be resolved and/or alternative sources of help are found.

Deferral conditions may include:

- The client has known health conditions that prohibit the installation of insulation and other weatherization materials.
- The building or structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that failure is imminent and the conditions cannot be resolved cost-effectively.
- The house has sewage or other sanitary problems that would further endanger the client and weatherization installers if weatherization work were performed.
- The house has been condemned or electrical, heating, plumbing, or other equipment has been “red tagged” by local or state building officials or utilities.
- Moisture problems are so severe they cannot be resolved under existing health and safety measures and with minor repairs.
- Dangerous conditions exist due to high carbon monoxide levels in combustion appliances, and cannot be resolved under existing health and safety measures.
- The client is uncooperative, abusive, or threatening to the crew, sub-contractors, auditors, inspectors, or others who must work on or visit the home.
- The extent and condition of lead-based paint in the house would potentially create further health and safety hazards.
- There is an animal(s) on the property that poses a health and safety threat to the crew or sub-contractors (ie: a vicious dog, excessive animal excrement inside the dwelling)
- The cleanliness or orderliness of the dwelling poses a health and/or safety problem.
- In the judgment of the energy auditor, any condition exists which may endanger the health and/or safety of the crew or sub-contractor, the work should not proceed until the condition is corrected.

SELF HELP/SWEAT EQUITY

The Housing Services Department does not allow the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretation of warranty items and workmanship warranty in future “call back” notices. The Contractor is made responsible for any damages, theft or materials, etc. at the house until the house is completed.

Therefore, any labor provided by other than those for which the contractor is responsible is not allowed. There may be some exceptions but only related to general property improvements, i.e. landscaping. These exceptions must be approved by the Housing Services Manager.

GRIEVANCE/PROTEST PROCEDURE

Client Grievance Procedure:

Clients can be denied services if they do not meet the eligibility requirements of the Housing Services Department. The following procedures will be followed in order to resolve disputes that may arise in the Emergency Repair Program.

- All participants will be provided a copy of the complaint procedures and will be required to provide a signature to document receipt of the articles.
- Complaints arising from disputes regarding the Housing Services Department will first be verbally or in writing addressed to the Housing Services Manager. Complaints shall be brought to the attention of the Housing Services Manager within 10 days after the client becomes aware of the problem.
- The Housing Services Manager will attempt to resolve the dispute within 5 working days after receipt of the initial complaint.
- If the issue is not resolved within 5 working days with the Housing Services Manager, the participant may refer his/her complaint in writing to the Director of the Division of Health and Community Services at 5515 S. Apache Ave., Globe, Arizona 85501.
- The Director or the Director's designee will be responsible for review and response to the written complaint within 10 working days of receipt.
- Participants who wish to appeal the Director's decision will have 10 working days from receipt of the written decision to notify the Division of Health and Community Services of his/her intention to appeal the decision to the Board of Supervisors.
- All complaints submitted to final appeal shall be addressed to the Chairman of the Gila County Board of Supervisors, 1400 E. Ash Street, Globe, Arizona 85501.
- The Board of Supervisors will have 15 working days from receipt of the complaint to render a final decision.

This grievance procedure has been approved by the Arizona Department of Economic Security and the Arizona Department of Energy.

Contractor Grievance Procedure:

Bid protests shall be submitted in writing to: Gila County Housing Services Department, 5515 S. Apache Ave, Suite 200, Globe, AZ 85501 within ten (10) days of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protestor or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within *three (3) business days* of receipt, and after consultation with legal counsel, the Housing Services Manager will respond to the protest. The Gila County Housing Services Department reserves the right to reject any or all bids; to waive irregularities of

information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

All contractors involved in the bidding process are provided with notice of the protest procedures, which are set forth in the Contractor Protest Procedure Form and in the Bid Award Notification Letter. In the event of a disagreement between the homeowner and contractor,

homeowner and Gila County, applicant and Gila County, and/or Contractor and Gila County, to name a few, the Grievance Procedure or Protest Procedure, whichever is applicable, shall be followed. All complaint/protest documentation will be hand delivered or sent by registered mail.

CONFLICT OF INTEREST

If a person is:

An employee, agent, consultant, officer, elected officer or appointed official of the Gila County Community Services Division who has Weatherization Assistance Program related responsibilities or access to inside information may not obtain a financial benefit or interest from any housing rehabilitation activity for themselves or those with whom they have family or business ties during their tenure.



E-12 Request for Release of Funds and Certification

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

| | | |
|---|--|---|
| 1. Program Title(s) Number (Optional) Housing Rehabilitation | 2. HUD/State Identification Number 86-6004791 | 3. Recipient Identification 86-6000444 |
| 4. CFDA Number(s) | 5. Name and Address of Responsible Entity Malissa Buzan Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501 | |
| 6. For information about this request, contact (name and phone number) Malissa Buzan Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501 | | |
| 7. HUD or State Agency and office unit to receive request Arizona Department of Housing | 8. Name and address of Recipient (if different than Responsible Entity) | |

The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

| | |
|---|--|
| 9. Program Activity(ies)/Project Name(s) Housing Rehabilitation, Emergency Repairs | 10. Location (Street address, city, county state) Gila County |
|---|--|

11. Program Activity/Project Description

CBBG, HOME, HTF, SSP, SHF Activities 1 & 2

Part 2. Environmental Certification (to be completed by Responsible Entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
4. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

| | |
|---|---|
| Signature of Certifying Officer of the Responsible Entity | Title of Certifying Officer |
| x | Tommie Cline Martin Chairman, Gila County Board of Supervisors |
| | Date Signed 10/16/2012 |
| Address of Certifying Officer Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501 | |

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

| | |
|--|-----------------------------|
| Signature of Authorized Officer of the Recipient | Title of Authorized Officer |
| x | |
| | Date Signed |



E-13 Authority to Use Grant Funds

| | |
|--|--|
| To: (name and address of Grant Recipient and Chief Executive Officer): Tommie Cline Martin Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501 | Copy to: (name and address of Subrecipient): Malissa Buzan Gila County Community Services Division 5515 S. Apache Avenue, Suite 200 Globe, AZ 85501 |
|--|--|

| | |
|--|------------------------|
| We received your Request for Release of Funds and Certification, ADOH Form E-12 on | Original RROF received |
| Your Request was form HUD/State Identification Number | CDBG |

All objections, if received have been considered and the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper recordkeeping, audit and inspection purposes.

A re-evaluation of the ERR by the Gila County's Certifying Officer determined that the original findings are still valid.

| | |
|--|--|
| Signature of Authorized Officer of the Recipient | Title of Authorizing Officer Chairman, Gila County Board of Supervisors |
| Name of Authorizing Officer Tommie Cline Martin | Date Signed October 16, 2012 |



E-14 Re-evaluation of ERR

Recipient: Gila County
ADOH Contract No.: CDBG, HOME, HTF, SSP, SHF

1. Project Title:
Owner-Occupied Housing Rehabilitation
2. Describe the proposed change(s) in the project:

There are no proposed changes to the project.
3. List the circumstances that determined the project to be Categorically Excluded or the findings in the original EA.
No projects will be undertaken in or adjacent to a floodplain. This project is categorically excluded from Environmental Assessment requirements, per Section 58.35(a) (3) according to 24 CFR Part 58.
4. Describe how the changes either change or do not change the circumstances or findings in question 3.

The project will not change nor will the circumstances or findings change from the original decision.
5. Certification:
☒ I certify that the proposed change to the project does NOT affect the original decision of a Finding of No Significant Impact (FONSI) made for this project or the determination of the project's category as a Categorical Exclusion. Further, no new circumstances or environmental conditions have occurred which may have a bearing on the project's impact. The original FONSI or CE project category is therefore still valid and no new assessment needs to be performed.

☐ I certify that the changes to the project render the original circumstances or findings invalid and that an (new EA or EIS) will have to be conducted.

Certifying Officer *(insert name and title)* Tommie Cline Martin, Chairman, Gila County Board of Supervisors

Signature

Date



RESOLUTION NO. 12-10-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2012 STATE HOUSING FUNDS (SHF), (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUND) CERTIFYING THAT SAID APPLICATION MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE HOUSING FUND PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION.

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the activities outlined within this application address the community's low and moderate income population housing needs; and

WHEREAS, a recipient of State Housing Funds is required to comply with the program guidelines, State and Federal statutes and regulations.

THEREFORE, BE IT RESOLVED that the full body of the Gila County Board of Supervisors authorize application to be made to the State of Arizona, Department of Housing for Fiscal Year 2012 State Housing Funds, and authorize the Chairman of the Board of Supervisors of the County of Gila to sign application and contract or grant documents for receipt and use of these funds for Housing Rehabilitation, and authorize the Chairman of the Board of Supervisors to take all actions necessary to implement and complete the activities submitted in said application(s); and

BE IT FURTHER RESOLVED that the Board of Supervisors of Gila County will comply with all State Housing Fund Program guidelines, State and Federal statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in this application(s).

PASSED AND ADOPTED this 16th day of October 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney



RESOLUTION NO. 12-10-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS AUTHORIZING THE ADOPTION OF HOUSING SERVICES PROGRAM GUIDELINES DATED APRIL 3, 2012, IN RELATION TO AN APPLICATION FOR FISCAL YEAR 2012 STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM OR STATE HOUSING FUND) FOR A HOUSING REHABILITATION ACTIVITY.

WHEREAS, Gila County is desirous of undertaking an owner occupied housing rehabilitation program; and

WHEREAS, this program is funded with State Housing Funds provided by the State of Arizona, and

WHEREAS, the State Housing Fund Program requires that every local government requesting State Housing Funds for housing rehabilitation adopt specific guidelines for such a program; and

WHEREAS, Gila County has developed Owner-Occupied Housing Rehabilitation Guidelines (OOHRG), dated April 3, 2012, which have been pre-approved by the State Housing Fund Program.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby adopts an OOHRG dated April 3, 2012, which shall be used to implement its Housing Rehabilitation Program Guidelines funded through its Fiscal Year 2012 application to the State Housing Fund Program for State Housing Funds; and

BE IT FURTHER RESOLVED that Gila County shall utilize such OOHRGs, without revisions except such authorized by the chief elected official or a person authorized in writing to approve such revisions via the State Housing Fund Program's CD-1 Form; with such revisions submitted to the State Housing Fund Program within a maximum of 10 working days of authorization.

PASSED AND ADOPTED this 16th day of October 2012, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard
Chief Deputy Clerk of the Board

Tommie C. Martin, Chairman

Approved as to form:

Bryan Chambers
Chief Deputy County Attorney

ARF-1493

Regular Agenda Item 2- D

Regular BOS Meeting

Meeting Date: 10/16/2012

Submitted For: Olivia B. Guerrero, President/CEO
Submitted By: Linda Rodriguez, Administrative Manager, County Manager

Department: County Manager

Fiscal Year: 2013 Budgeted?: Yes

Contract Dates 2013 Fiscal Year Grant?: Yes

Begin & End:

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Agreement with Pinal-Gila Council for Senior Citizens

Background Information

The Pinal-Gila Council for Senior Citizens (PGCSC) was incorporated in 1974 and is a non-profit organization designated as the Area Agency on Aging for Region V, which encompasses Pinal and Gila counties. PGCSC's mission is to assist seniors and persons with disabilities in Region V achieve and maintain self-sufficiency with dignity, and offer choices of appropriate care by providing a wide range of community and home based services. PGCSC also represents the interests of the elderly and acts to advocate for change in public and private attitudes, policies, and regulations.

Gila County has contributed to PGCSC since 1979. PGCSC receives Gila County funds in the amount of \$21,500 annually. These funds are for the purpose of providing County support to administration and program services for our seniors and persons with disabilities population in the Gila County area.

Program Services and Allocations:

| | |
|---|----------|
| Miami Senior Center/Town of Miami - Home Delivered Meals | \$ 3,000 |
| Globe Senior Center/City of Globe - Home Delivered Meals | \$ 3,000 |
| Payson Multipurpose Center - Home Delivered Meals | \$ 3,000 |
| Hayden Senior Center/Town of Hayden - Home Delivered Meals | \$ 3,000 |
| Catholic Community Services and PGCSC In-Home Case Management Service | \$ 9,000 |
| Administration | \$ 500 |
| Total | \$21,500 |

Evaluation

PGCSC provides a wide variety of services for seniors, persons with disabilities and caregivers. These services are offered directly or through a network of provider agencies. PGCSC services include, but not limited to the following:

Aging, Disability and Caregiver Support Resources
Information, Referral and Assistance
Grandparents Raising Grandchildren Programs
Behavior Health – Substance Abuse and Suicide Prevention
Case Management
Home Care (Housekeeping, Personal and Respite Care)
Benefits, Entitlements and Advocacy (Health Care Insurance and Benefits Counseling, Ombudsman (Nursing Home Advocacy)
Legal Services and Legal Help Line
Mature Work Force Development (Senior Employment and Training Programs)
Multipurpose Senior Centers (Social, Nutritional and Wellness Support)
Home Delivered Meals
Mobility Management – Transportation Provider Coordination and Senior Rides
Transit Program Training
Volunteer Services

Conclusion

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$21,500 in an Economic Development Grant to Pinal-Gila Council for Senior Citizens to enhance the economic welfare of the inhabitants of the County.

The PGCSC is a non-profit organization which enjoys and maintains federal exempt status and the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in improving or enhancing the economic welfare of the inhabitants of the County.

Recommendation

County staff recommends that the Board of Supervisors approve the Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging Region V in an amount not to exceed \$21,500.

PGCSC agrees to provide to the County an annual report each year.

Suggested Motion

Information/Discussion/Action to approve an Agreement-Economic Development Grant between Gila County and Pinal-Gila Council for Senior Citizens Area Agency on Aging whereby the County will disburse up to \$21,500; and further the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County. **(Don McDaniel)**

Attachments

Pinal-Gila Council for Senior Citizens Request for Funds

Pinal-Gila Council for Senior Citizens Agreement No. 092412

Legal Explanation



Pinal-Gila Council for Senior Citizens

Area Agency on Aging
8969 W. McCartney Road
Casa Grande, Arizona 85194-7432
(520) 836-2758 1-800-293-9393
Fax (520) 421-2033 E-mail: info@pgcsc.org

September 18, 2012

Don McDaniel, Jr.
Gila County Manager
1400 E. Ash
Globe, AZ 85501

Dear Mr. McDaniel:

Pinal-Gila Council for Senior Citizens (PGCSC) is requesting Gila County's continued support in providing funding for administration and program services for our seniors and persons with disabilities in the Gila County area. Gila County has contributed to Pinal-Gila Council for Senior Citizens, the local Area Agency on Aging, for Pinal and Gila counties since 1979.

Our request for \$21,500 is for aging services in Gila County. We have subcontracts with local service providers within Gila County and they in turn provide quality services to seniors and persons with disabilities within the following geographic and surrounding locations.

Program Services and Allocations

| | |
|--|------------|
| • Miami Senior Center/Town of Miami – Home Delivered Meals | \$ 3,000 |
| • Globe Senior Center/City of Globe – Home Delivered Meals | 3,000 |
| • Payson Multipurpose Center – Home Delivered Meals | 3,000 |
| • Hayden Senior Center/Town of Hayden – Home Delivered Meals | 3,000 |
| • Catholic Community Services and PGCSC In-Home Case Management Service | 9,000 |
| • Administration | <u>500</u> |
| | \$21,500 |

If you have questions or require additional information, please do not hesitate to contact me at 1-800-293-9393 or oliviag@pgcsc.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Olivia B. Guerrero'.

Olivia B. Guerrero
President/CEO

cc: Linda Rodriguez

AGREEMENT NO. 092412
BETWEEN
GILA COUNTY
AND
PINAL-GILA COUNCIL FOR SENIOR CITIZENS

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2012, by and between Gila County, hereinafter referred to as "County" and the Pinal-Gila Council for Senior Citizens, hereinafter referred to as "PGCSC".

RECITALS

WHEREAS, the Gila County Board of Supervisors desire to provide funding to PGCSC in order to provide continued support for administration and program services for seniors and persons with disabilities in Gila County; and

WHEREAS, the Gila County Board of Supervisors finds that PGCSC is operated and maintained within the boundaries of the County and is for the benefit of the public; and

WHEREAS, PGCSC has requested funding to continue aging services in Gila County and quality services to seniors and persons with disabilities; and

WHEREAS, the County has determined that the purpose of this funding request is public and that the expenditure of these funds will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide \$21,500 in an Economic Development Grant to the PGCSC Board to further the economic development of the County.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$21,500 in the form of an Economic Development Grant to PGCSC for the benefit of the public.
2. The Grant will be used by PGCSC for the continuance of providing quality services to senior citizens and persons with disabilities. Program services include home delivered meals and case management services.
3. PGCSC agrees to credit the County's Economic Development Grant funding in all literature advertising the PGCSC.

4. Notices

All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Pinal-Gila Council for Senior Citizens
Attn: Olivia B. Guerrero
8969 W. McCartney Road
Casa Grande, Arizona 85194-7432

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

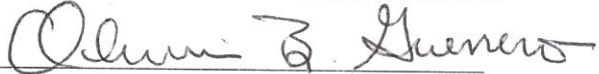
1. Indemnification: The PGCSC shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suites, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by the Fire Department, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.
2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the PGCSC does not appropriate sufficient monies for the purpose of maintaining this Agreement.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Tommie C. Martin, Chairman
Gila County Board of Supervisors

PINAL-GILA COUNCIL FOR SENIOR CITIZENS



Olivia B. Guerrero
President/CEO

ATTEST

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office "approval as to form" of contract or agreement.

To whom it may concern:

The County Attorney's Office has reviewed the contract or agreement attached to this agenda item and has determined that it is in its proper form and is within the powers and authority granted under the laws of this state to the public agency requesting the County Attorney's Office review.

**Explanation of the Gila County Attorney's Office
"Approval as to Form" Review**

The Gila County Attorney's Office is often called upon to review contracts and other agreements between public entities represented by the County Attorney and private vendors, contractors, and individuals.

In performing this review, the County Attorney's Office reviews these contracts to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the contract. That approval is solely the province of the public agency through its elected body.

The public agency or department submitting the contract for review has the responsibility to read and understand the contract in order to completely understand its obligations under the contract if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the contract as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor contract compliance. Hence the public entity or

submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the contract will be necessary to monitor compliance.

Before signing a contract “approved as to form,” the County Attorney’s Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the contract for review to ask any specific questions or address any concerns it has about the contract to the County Attorney’s Office at the same time they submit the contract for review. Making such an inquiry also helps improve the County Attorney’s Office review of the contract because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney’s Office to meaningfully review the agreement.

ARF-1523

Regular Agenda Item 2- E

Regular BOS Meeting

Meeting Date: 10/16/2012

Submitted By: Marian Sheppard,
Chief Deputy
Clerk, BOS, Clerk
of the Board of
Supervisors

Department: Clerk of the Board of Supervisors

Fiscal Year: 2012-2013 Budgeted?: No

Contract Dates n/a Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Sale of State-Owned Land Deeded in 2012 Prior to BOS Property Tax Sale

Background Information

Each year the County Treasurer issues Treasurer's Deeds (TDs) deeding property to the state of Arizona for property for which the property owner has not paid property taxes for the past seven (7) years. After the TDs have been recorded, they are presented to the Clerk of the Board of Supervisors Department along with photos, maps and other pertinent information relating to these properties.

Per A.R.S. § 42-18301 through 42-18304, the Board of Supervisors of the county of which the real property is held by the state under tax deed has authority to sell the property by auction or an online bidding process. In Gila County, a live auction is held around November or December of each year during a regular meeting of the Board of Supervisors.

A.R.S. § 42-18303(E) states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control..."

Years ago the Board of Supervisors adopted a procedure to sell, prior to the annual BOS property tax sale/auction, properties to the County or cities and towns within Gila County if it would benefit that entity for \$1 each. The statute changed a couple of years ago which enables this same procedure to occur; however, the county, city, town or special taxing district must confirm that the subject property would be used for a public use related to transportation or flood control.

Evaluation

An internal review process was conducted by the Chief Deputy Clerk of the Board and the Public Works Division Deputy Director. Several properties were identified that could be a potential benefit if the County and other municipalities purchased the properties. An offer letter was sent by the Chief Deputy Clerk on behalf of the Board of Supervisors to those cities and towns offering to sell certain parcels of land for \$1 each. Notification was given that the sale of these parcels could only take place if verification was provided by each entity that the property would be used for a public purpose related to transportation or flood control.

Conclusion

Steve Sanders, Public Works Division Deputy Director, has identified three (3) parcels of land that the County would like to purchase. These 3 parcels are a portion of Sanders Drive in Globe, which has been designated by the County as a Country Dirt Road. They are identified as Assessor's tax parcel numbers 205-19-015A, 205-19-015B and 205-19-015C. He also confirmed that said purchases would be for a public purpose related to transportation.

Gina Paul, City of Globe Clerk, has identified one (1) parcel of land that the City would like to purchase. Santee Street is located on a portion of this parcel. Ms. Paul has confirmed that said purchase would be for a public purpose related to transportation.

LaRon Garrett, Town of Payson Public Works Director, has identified six (6) parcels of land that the Town would like to purchase. These 6 parcels appear to be common areas within Highlands at the Rim in Payson. He also confirmed that said purchases would be for a public purpose related to flood control (drainage).

Recommendation

It is recommended that the Board of Supervisors (BOS) authorize the Chief Deputy Clerk to remove the above-named parcels from the December 4, 2012, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe and Town of Payson for \$1 each; and issuing quit claim deeds for said sale.

Suggested Motion

Information/Discussion/Action to authorize the Chief Deputy Clerk of the Board to remove Assessor's tax parcel numbers 205-19-015A, 205-19-015B, 205-19-015C, 207-15-140C, 304-61-131, 304-61-133, 304-61-134, 304-61-135, 304-61-136 and 304-61-137 from the December 4, 2012, BOS Property Tax Sale/Auction advertisement; proceed with the administrative process of selling the properties to Gila County, City of Globe, and Town of Payson for \$1 each; and issue quit claim deeds for said sales.

(Marian Sheppard)

Attachments

Gila County's purchase of 3 state-owned parcels

City of Globe's purchase of 1 state-owned parcel

Town of Payson's purchase of 6 state-owned parcels

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009842 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder



TREASURER'S DEED A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS:

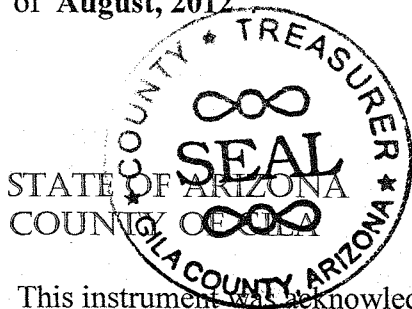
WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 205-19-015-A

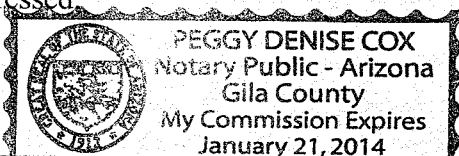
DESCRIBED AS: A PARCEL OF LAND DESC AS: COMM AT THE NW COR OF PARCEL "A" OF ROS 1873; TH S89°44'50"W, 30.85' TO THE POB; TH S89° 44'50"W, 26.99' TH N39° 58'01"E, 108.38; TH S 27°11'58"W, 93.25' TO THE POB; SEC 34 T1N R15E

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012.



Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

SANDERS LEONARD A & CHARLOTTE K

and situated in Gila County, Arizona:

PARCEL # 205-19-015-A

**Legal Description: POR LAND 40' IN WIDTH DESC AS FOLLOWS; COMM
W4 COR SEC 34 T1N R15 1/2E; TH S0D1'W 1308.74'; TH S89D40'30 E
607.12'; TH N16D38'E 9. 66';TH N36D43'E 1241.72'; TH N89D44'50 E
515.62' POB; TH N39D58' 01 E 108.38'; TH S27D12'W 93.25'; TH
N89D44'50 E 30.85';TH S45DW 222.22';TH S38D32'14 W 386'; TH
S30D29'W 218.58'; TH N65D07'41 W 40.92';TH N30D29'E 225.45';TH
N38D32'14 E 391.17';TH N45DE 183.44 FT;EXC POR LYING OUTSIDE
CITY LIMITS;=0.03 AC M/L (OUT OF 205-19- 010A & X)**

which on the **9 th** day of **February 2007**, was sold to

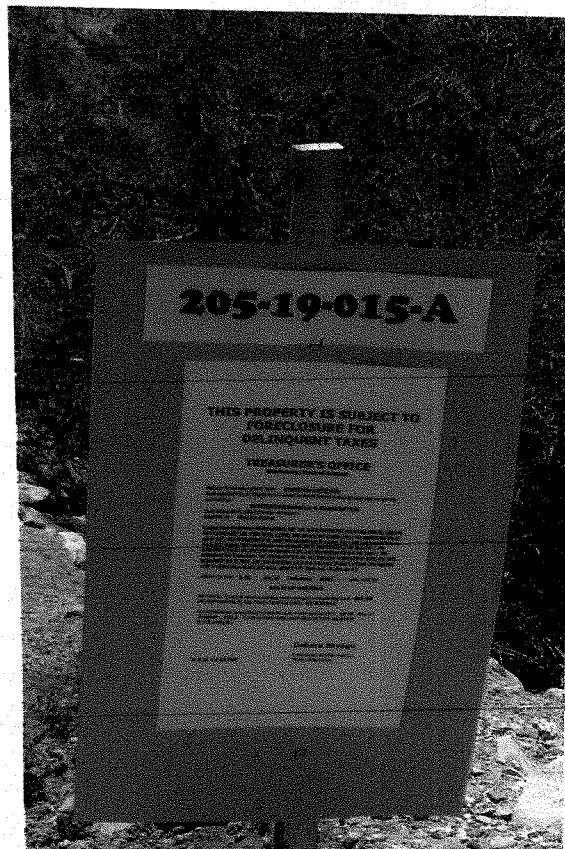
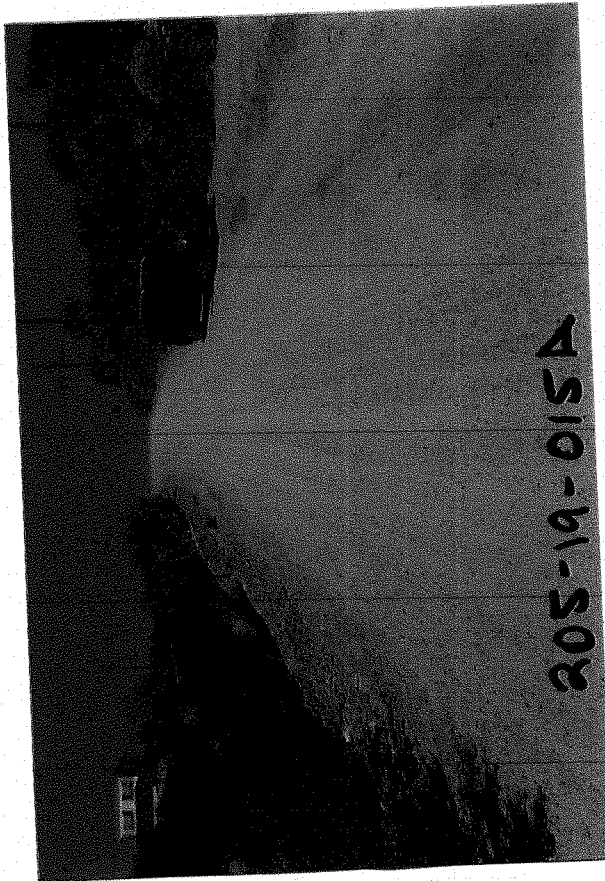
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **392.56** + *50⁰⁰ clerk's*
as represented in Tax Sale Certificate No. **07-030846** *admin fee = 442.56*

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 19, 2012

205-19-015-A,

015-B,015-C

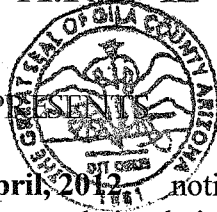
Globe

Sanders Drive

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED

A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS

WHEREAS, on the 4th day of April, 2012, notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 205-19-015-B

DESCRIBED AS : POR LAND 40' WIDTH DESC AS FOLLOWS; COMM W4 COR SEC 34 T1N R15 1/2 E; TH S89°40'30 E 607.12'; TH N16°38'E 9.66' TH N36°43'E 1241.72'; TH N89°44'50 E 515.62' POB; TH N89°44'50 E 57.84'; TH S45° W 222.22' TH S38°32'14 W 386'; TH S30°29'W 218.58'; TH N65°07'41 W 40.92'; TH N30°29'E 225.45'; TH N38°32'14 E 391.17'; TH N45°E 183.44'; EXC POR LYING OUTSIDE CITY LIMITS

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012



Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

SANDERS LEONARD A & CHARLOTTE K

and situated in Gila County, Arizona:

PARCEL # 205-19-015-B

**Legal Description: POR LAND 40' WIDTH DESC AS FOLLOWS; COMM W4
COR SEC 34 T1N R15 1/2 E;TH S0D1'W 1308.74';TH S89D40'30 E
607.12';TH N16D38'E 9.66' TH N36D43'E 1241.72';TH N89D44'50 E
515.62' POB;TH N39D58'01 E 108.38';TH S27D12'W 93.25';TH
N89D44'50 E 30.85';TH S45DW 222.22' TH S38D32'14 W 386';TH
S30D29'W 218.58';TH N65D07'41 W 40.92';TH N30D29'E 225.45';TH
N38D32'14 E 391.17';TH N45DE 183.44';EXC POR LYING OUTSIDE CITY
LIMITS;=0.28 AC M/L (OUT OF 302-19-010A & X)**

which on the **9 th** day of **February 2007**, was sold to

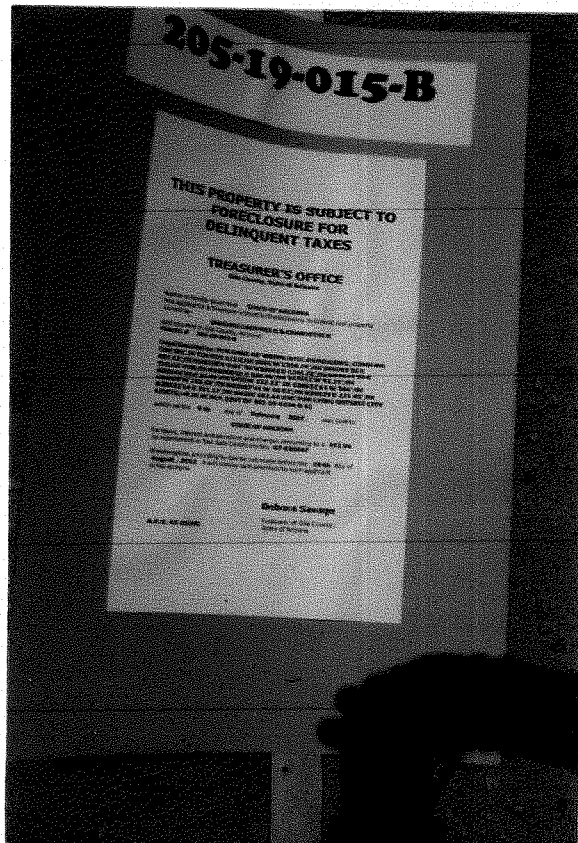
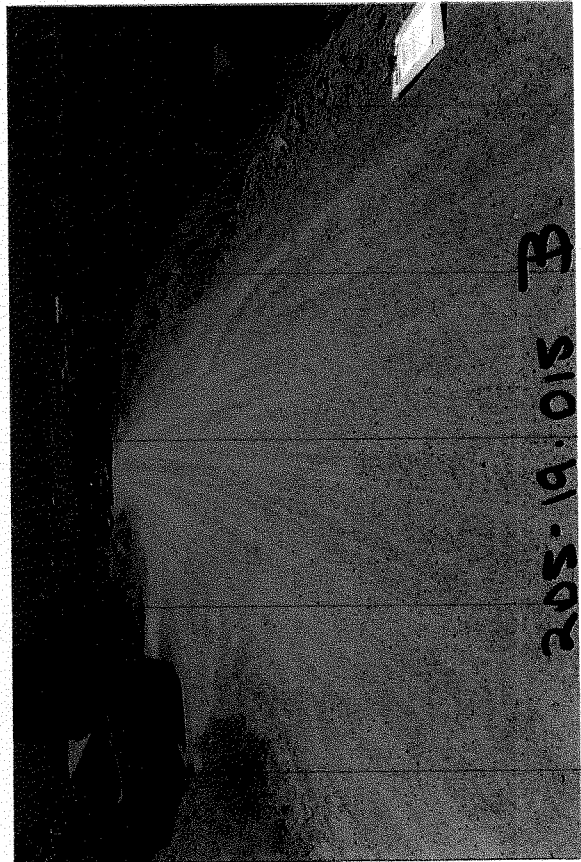
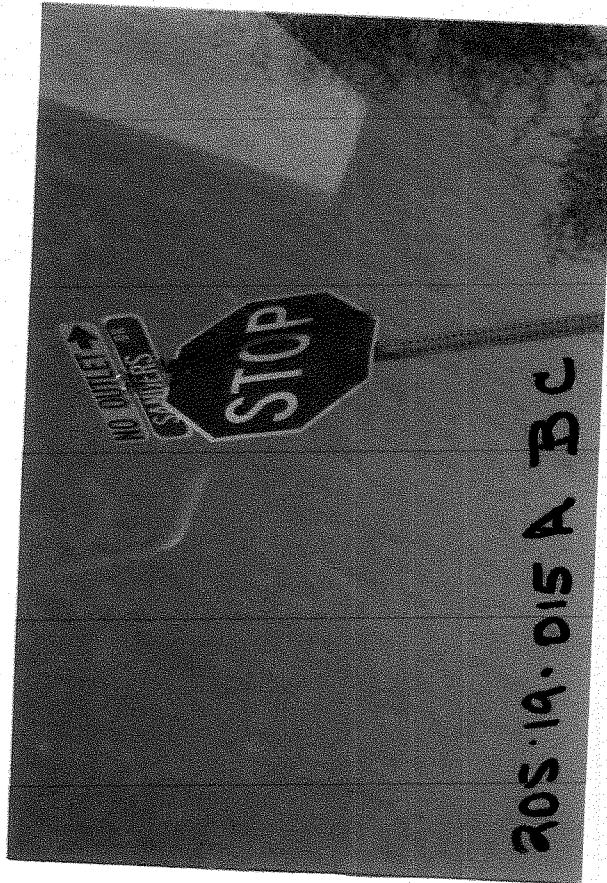
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **392.56** + 50⁰⁰ clerk's
as represented in Tax Sale Certificate No. **07-030847** admin fee = 442.57e

If redemption according to law be not made before the **10 th** day of
August, 2012. I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



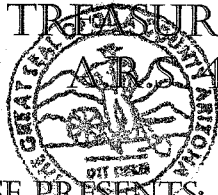
June 19, 2012
 205-19-015-A,
 015-B,015-C
 Globe
 Sanders Drive

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009844 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED

42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August, 2012**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 205-19-015-C

DESCRIBED AS : STRIP OF LAND 40' WIDTH DESC AS FOLLOWS; COMM W4 COR SEC 34 T1N R 15 1/2E; TH S89°40'30" E 607.12'; TH N16°38'E 9. 66'; TH N36°43'E 1241.72'; TH N89°44'50" E 515.62' POB; TH N39°58'01" E 108.38'; TH S27°12'W 93.25'; TH N89°44'50" E 30.85'; TH S45°W 222. 22'; TH S38°32'14" W 386.0'; TH S30°29'W 218.58'; TH N65°07'41" W 40.92' TH N30°29'E 225.45'; TH N38°32'14" E 391.17'; TH N45°E 183.44'; EXC POR LYING INSIDE CITY LIMITS

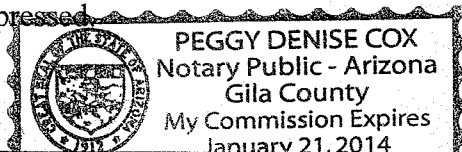
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **10 th** day of **August, 2012**



Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: **1-21-2014**

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

SANDERS LEONARD A & CHARLOTTE K

and situated in Gila County, Arizona:

PARCEL # 205-19-015-C

**Legal Description: STRIP OF LAND 40' WIDTH DESC AS FOLLOWS; COMM
W4 COR SEC 34 T1N R 15 1/2E;TH S0D1'W 1308.74';TH S89D40'30 E
607.12';TH N16D38'E 9. 66';TH N36D43'E 1241.72';TH N89D44'50 E
515.62' POB;TH N39D58'01 E 108.38';TH S27D12'W 93.25';TH
N89D44'50 E 30.85';TH S45DW 222. 22';TH S38D32'14 W 386';TH
S30D29'W 218.58';TH N65D07'41 W 40.92' TH N30D29'E 225.45';TH
N38D32'14 E 391.17';TH N45DE 183.44';EXC POR LYING INSIDE CITY
LIMITS;=0.48 AC M/L (OUT OF 205-19-010A & X**

which on the **9 th** day of **February 2007**, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **398.86** + 50⁰⁰ clerk's
as represented in Tax Sale Certificate No. **07-030848** *admin fee = 448.86*

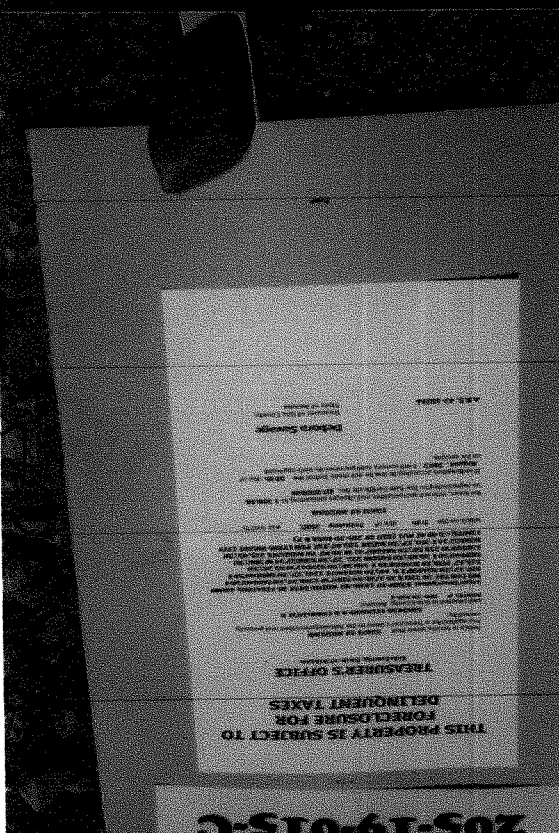
If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

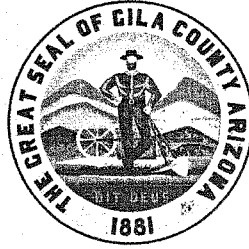
Treasurer of Gila County, Arizona



June 19, 2012
205-19-015-A,
015-B,015-C
Globe
Sanders Drive



Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov



Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

October 3, 2012

Cynthia Seelhammer
Interim City Manager
City of Globe
150 N. Pine Street
Globe, AZ 85501

Dear Ms. Seelhammer:

Each year the Gila County Treasurer issues Treasurer's Deeds transferring ownership of certain properties from the current property owner to the State of Arizona in care of the Board of Supervisors as a result of delinquent property taxes due to the County for the past seven (7) years. Arizona Revised Statutes §42-18303(E) states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control."

The County Engineering Department has identified one (1) parcel of land that may be of interest to the City of Globe. Enclosed please find information pertaining to parcel 207-15-140C, which Santee Street appears to be one portion of this lot.

If you are interested in purchasing this property for \$1 and will confirm that it will be used for a public purpose related to transportation or flood control, please contact me at 928-402-8757 by no later than October 11th; otherwise, it will be offered for sale at public auction.

Sincerely,

Marian Sheppard
Chief Deputy Clerk of the Board

/ms

Enclosure

cc D. Hom, Assessor

D. McDaniel, County Manager

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 207-15-140-C

DESCRIBED AS : BEG SE COR LOT 33 LOT 1 NORTH GLOBE ARIZ OF PLAT9; TH SWLY 83.50'; TH NWLY 150'; TH NELY 83.50'; TH SELY 150' TO POB SE¼ NE¼ SEC26 T1N R15E = 0.29 AC.

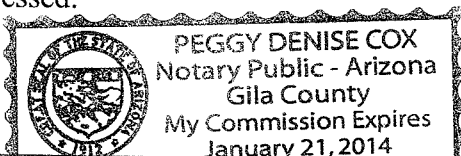
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012.



Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

RANDALL MARY D

and situated in Gila County, Arizona:

PARCEL # 207-15-140-C

**Legal Description: BEG SE COR LOT 33 LOT 1 SEC 26 N GLOBE TWNS; TH
SWLY 83.5'; TH NWLY 150'; TH NELY 83.5'; TH SELY 150' TO POB. EXC
MIN RIGHTS OUT OF 207-15-140A**

which on the **9 th** day of **February 2007**, was sold to

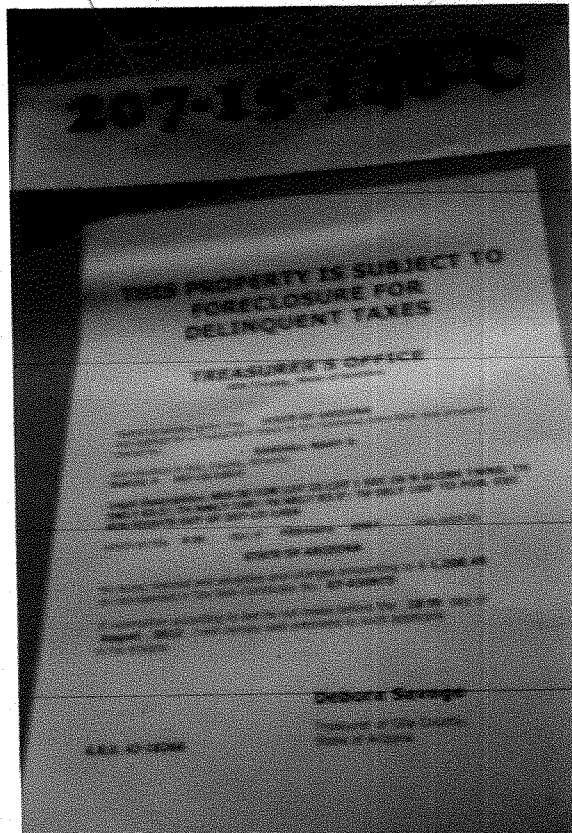
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **1208.49** + 50.00 clerk's
as represented in Tax Sale Certificate No. **07-030975** admin fee = 1258.49

If redemption according to law be not made before the **10 th** day of
August, 2012. I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 19, 2012

207-15-140-C

Globe

Off of Santee Street,
Behind Circle K Hwy
60 and the Car Wash

hillside only

Tommie C. Martin, District I
610 E. Hwy 260, Payson 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@gilacountyaz.gov

October 3, 2012

Debra Galbraith, Manager
Town of Payson
303 N. Beeline Highway
Payson, AZ 85541

Dear Ms. Galbraith:

Each year the Gila County Treasurer issues Treasurer's Deeds transferring ownership of certain properties from the current property owner to the State of Arizona in care of the Board of Supervisors as a result of delinquent property taxes due to the County for the past seven (7) years. Arizona Revised Statutes §42-18303(E) states, "The board of supervisors may accept an offer from, and sell real property held by this state by tax deed to, the county or a city, town or special taxing district in the county for a public purpose related to transportation or flood control."

The County Engineering Department has identified six (6) parcels of land that may be of interest to the Town of Payson. Enclosed please find information pertaining to parcels 304-61-131, 304-61-133, 304-61-134, 304-61-135, 304-61-136 and 304-61-137, which appear to be common areas within Highlands at the Rim.

If you are interested in purchasing any of these properties for \$1 each and will confirm that they will be used for a public purpose related to transportation or flood control, please contact me at 928-402-8757 by no later than October 11th; otherwise, they will be offered for sale at public auction.

Sincerely,

Marian Sheppard
Chief Deputy Clerk of the Board

/ms

Enclosure

cc D. Hom, Assessor

D. McDaniel, County Manager

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009857 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-61-131

DESCRIBED AS : TRACT "E", OF HIGHLANDS AT THE RIM, ACCORDING TO GCR PLAT MAP 737A-737E; NE1/4 NE1/4 SEC 2 T10N R10E = 0.06 AC M/L (OUT OF 304-01-327).

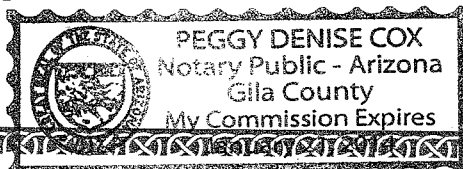
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

**PIONEER TITLE AGENCY INC
TRUSTEE / TRUST # 119608**

and situated in Gila County, Arizona:

PARCEL # 304-61-131

**Legal Description: TRACTE , OF HIGHLANDS AT THE RIM, ACCORDING TO
GCR PLAT MAP 737A-737E; NE1/4 NE1/4 SEC 2 T10N R10E = 0.06 AC
M/L (OUT OF 304-01-327).**

which on the **9 th** day of **February 2007**, was sold to

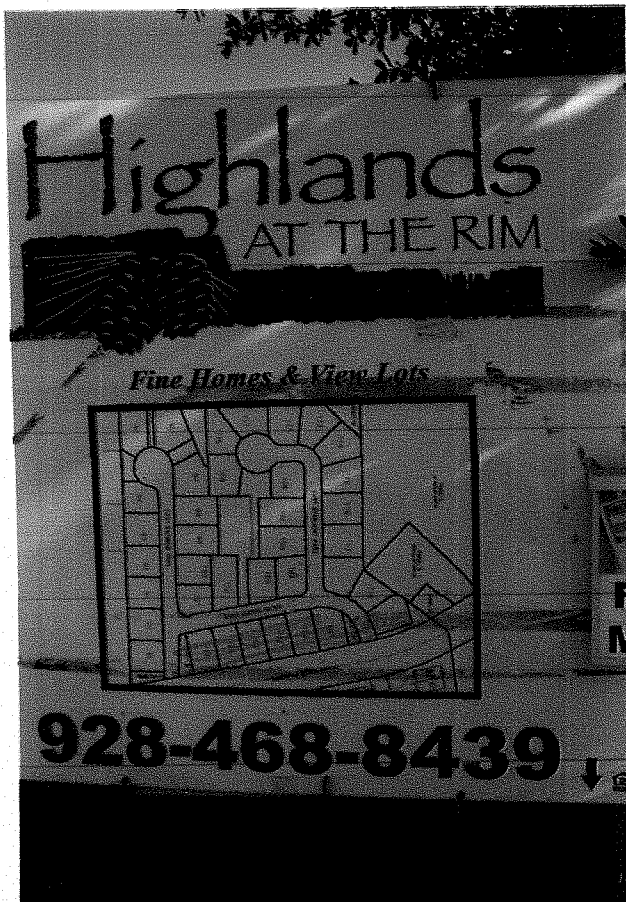
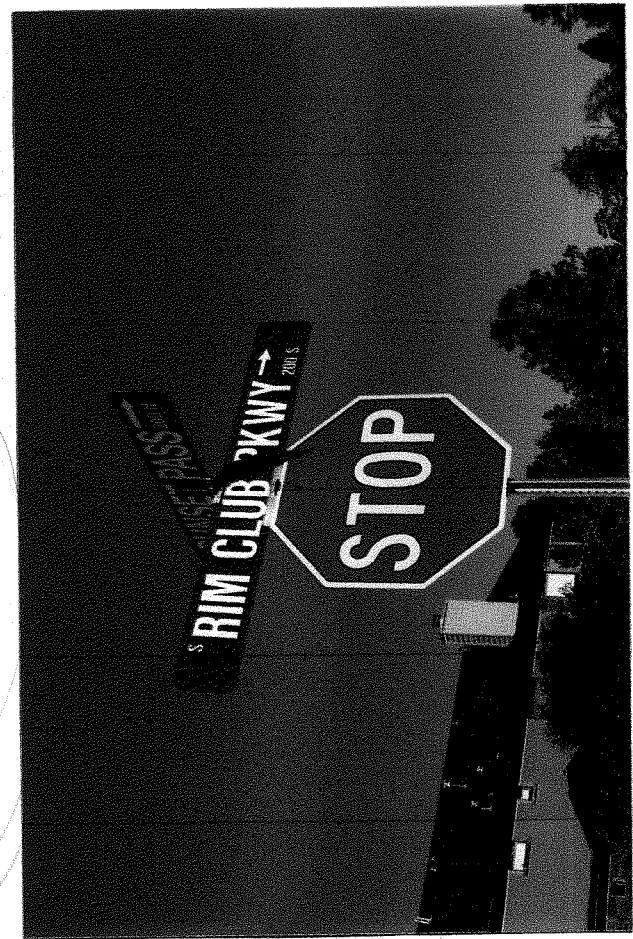
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **577.58** *+ 50.00 clerk's*
as represented in Tax Sale Certificate No. **07-031153** *admin fee = 627.58*

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

304-61-131,304-61-133

304-61-134,304-61-135

304-61-136,304-61-137

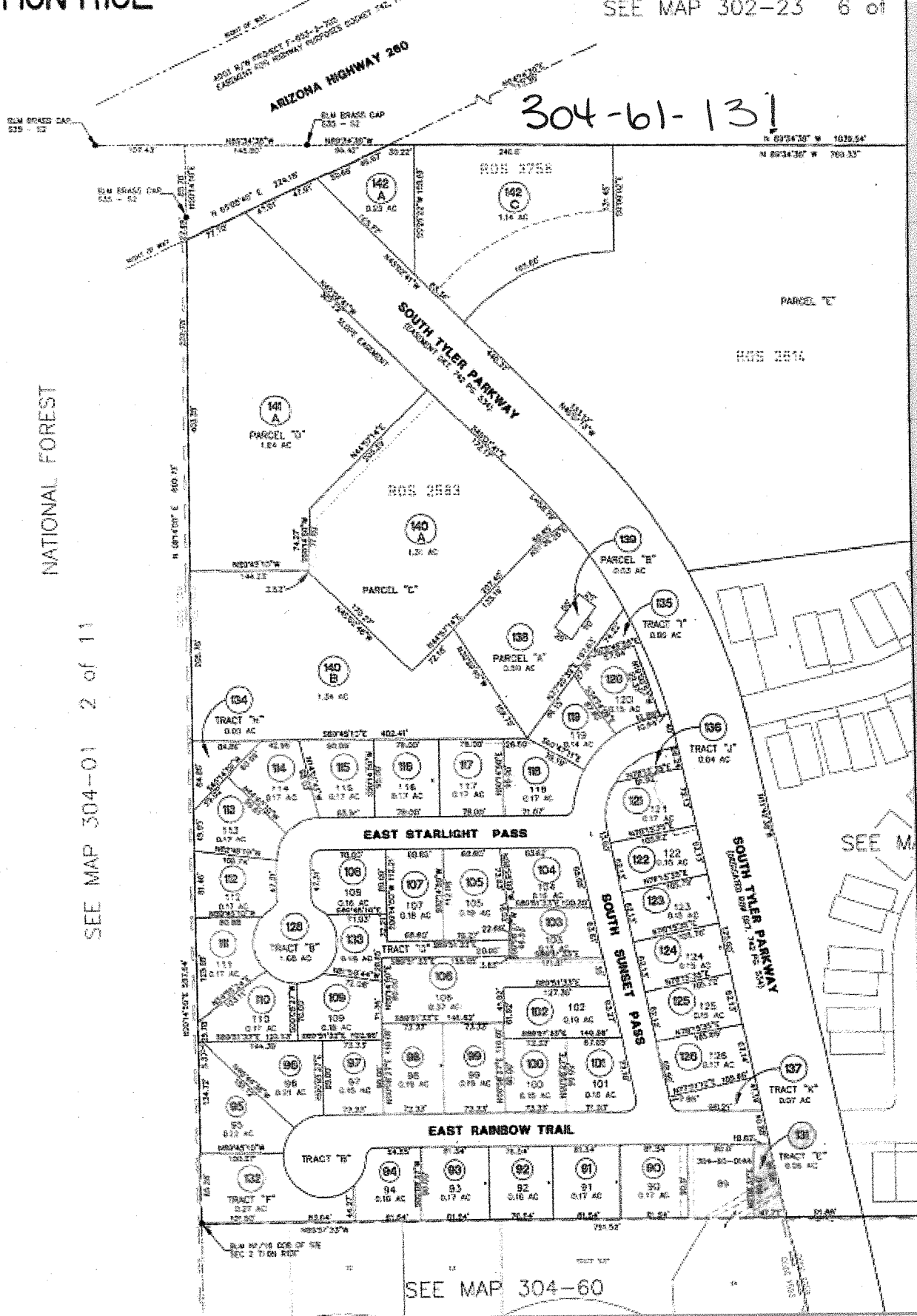
Common areas within
Highlands at the Rim

NATIONAL FOREST

SEE MAP 304-01 2 of 11

SEE MAP 304-60

304-61-131



WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009858 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder



TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-61-133

DESCRIBED AS : TRACT "G", OF HIGHLANDS AT THE RIM, ACCORDING TO GCR PLAT MAP 737A-737E; NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC 2 T10N R10E = 0.18 AC M/L (OUT OF 304-01-327).

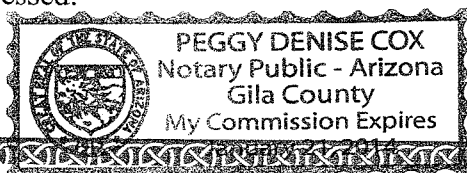
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012.



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

**PIONEER TITLE AGENCY INC
TRUSTEE / TRUST # 119608**

and situated in Gila County, Arizona:

PARCEL # 304-61-133

**Legal Description: TRACTG , OF HIGHLANDS AT THE RIM, ACCORDING
TO GCR PLAT MAP 737A-737E; NE1/4 NE1/4 SEC 2 T10N R10E = 0.18 AC
M/L (OUT OF 304-01-327).**

which on the **9 th** day of **February 2007**, was sold to

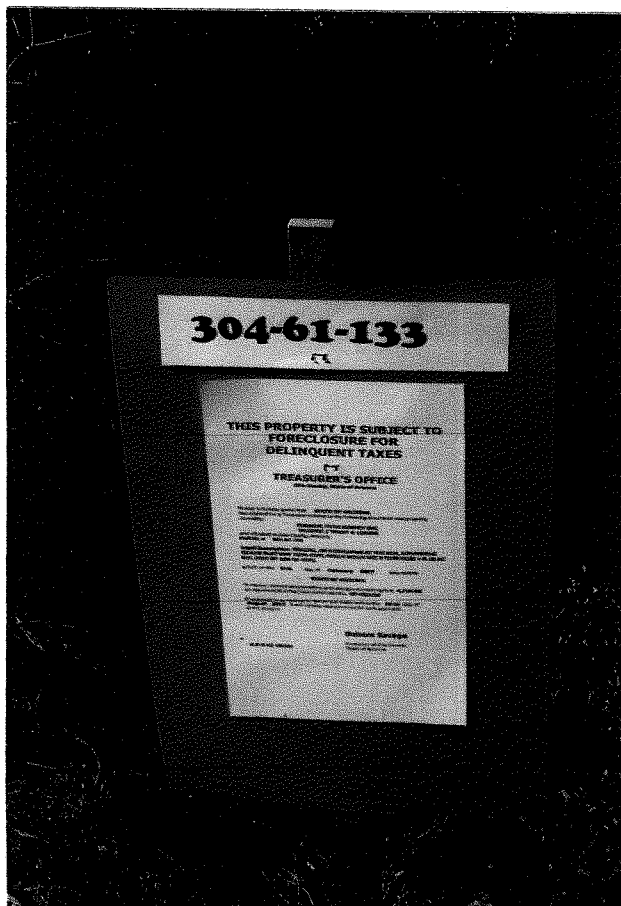
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **4716.85** + 50⁰⁰ clerk's
as represented in Tax Sale Certificate No. **07-031155** admin fee = 4766.85

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

304-61-131,304-61-133

304-61-134,304-61-135

304-61-136,304-61-137

Common areas within
Highlands at the Rim

*Hillside - Martha
said w/ notice of
intent to add
landowners*

SEE MAP 302-23 6 of



WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009859 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-61-134

DESCRIBED AS : TRACT "H", OF HIGHLANDS AT THE RIM, ACCORDING TO GCR PLAT MAP 737A-737E; NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC 2 T10N R10E = 0.08 AC M/L (OUT OF 304-01-327).

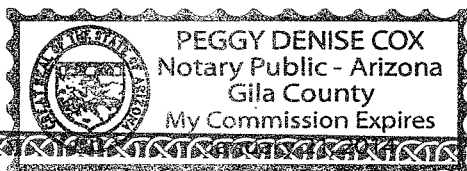
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

**PIONEER TITLE AGENCY INC
TRUSTEE / TRUST # 119608**

and situated in Gila County, Arizona:

PARCEL # 304-61-134

**Legal Description: TRACTH , OF HIGHLANDS AT THE RIM, ACCORDING
TO GCR PLAT MAP 737A-737E; NE1/4 NE1/4 SEC 2 T10N R10E = 0.08 AC
M/L (OUT OF 304-01-327).**

which on the **9 th** day of **February 2007**, was sold to

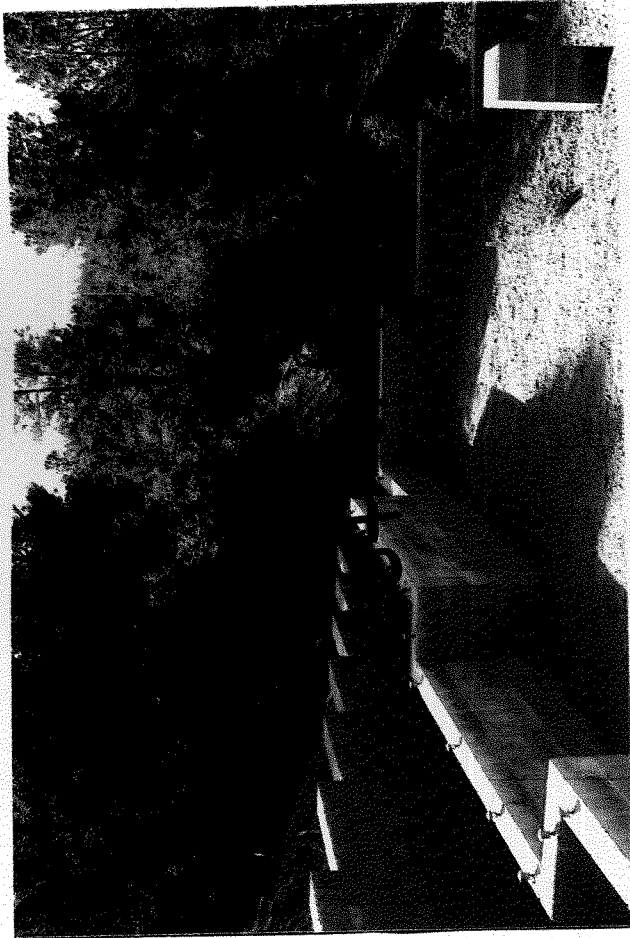
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **659.36** *+ 50⁰⁰ clerk's*
as represented in Tax Sale Certificate No. **07-031156** *admin fee = 709.36*

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



304-61-134

**THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES**

TREASURER'S OFFICE
Gila County, State of Arizona

Notice is hereby given that, STATE OF ARIZONA
has applied for a Treasurer's Deed to the following described real property owned by:
PIEDRA LITCE AGENCY INC.
TRUSTEE / TRUST # 118988
and located in Gila County, Arizona.
PARCEL # 304-61-134

Legal Description: TRACT, OF HIGHLANDS AT THE RIM, ACCORDING
TO GEA PLAT MAP 127A-1979, SEC 6 NE1/4 SEC 2 T28N R20E W 6.08 AC
P/L (OUT OF 304-61-137).

which on the 8th day of February 2012, was sold to
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to \$ 435.38
as represented in Tax Sale Certificate No. 07-021188

If redemption according to law be not made before the 10th day of
August, 2012, I will convey said premises to said applicant
or his assigns.

Debra Savage
Treasurer of Gila County,
State of Arizona

A.B.S.42-18266

June 22, 2012

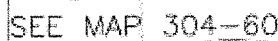
304-61-131,304-61-133

304-61-134,304-61-135

304-61-136,304-61-137

Common areas within
Highlands at the Rim

SEE MAP 302-23 6 of



WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-61-135

DESCRIBED AS : TRACT "I", OF HIGHLANDS AT THE RIM ACCORDING TO GCR PLAT MAP 737A-E; NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC 2 T10N R10E; =0.06 AC M/L (OUT OF 304-01-327)

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

PIONEER TITLE AGENCY INC
TRUSTEE / TRUST # 119608

and situated in Gila County, Arizona:

PARCEL # 304-61-135

**Legal Description: TRACT 1 HIGHLANDS AT THE RIM PLAT MAP 737A-
E;NE4 NE4 SEC 2 T10N R10E;=0.06 AC M/L (OUT OF 304-01-327)**

which on the **9 th** day of **February 2007**, was sold to

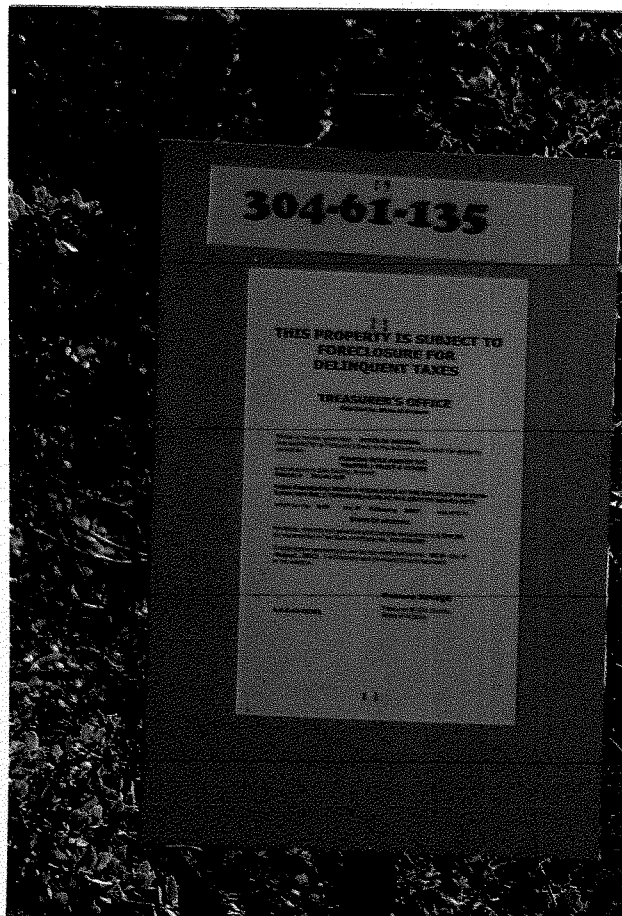
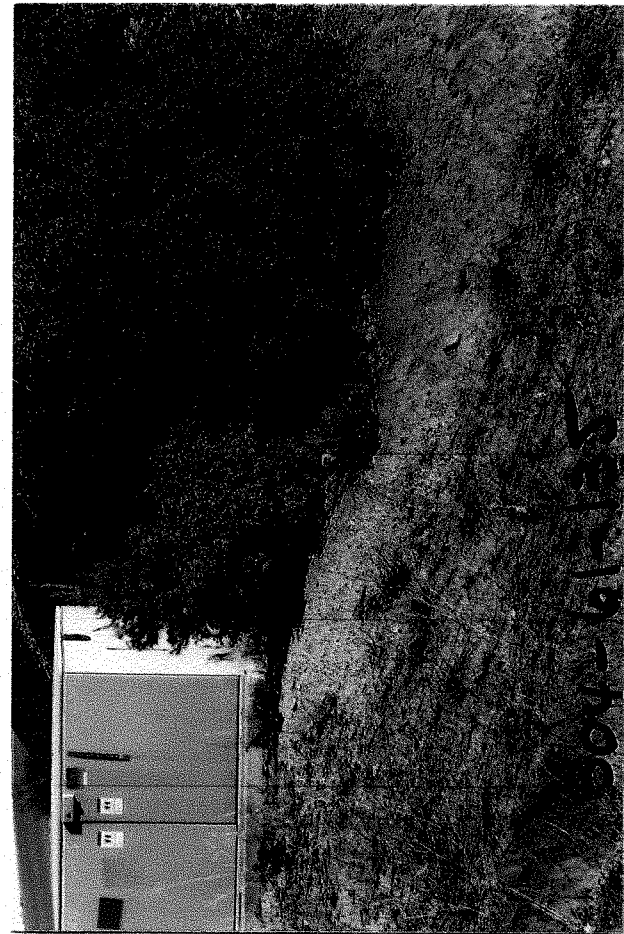
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **577.58** + 50⁰⁰ clerk's
as represented in Tax Sale Certificate No. **07-031157** *admin = 627.58*

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

304-61-131,304-61-133

304-61-134,304-61-135

304-61-136,304-61-137

Common areas within
Highlands at the Rim

NE1/4 NE1/4 SEC 2
T10N R10E

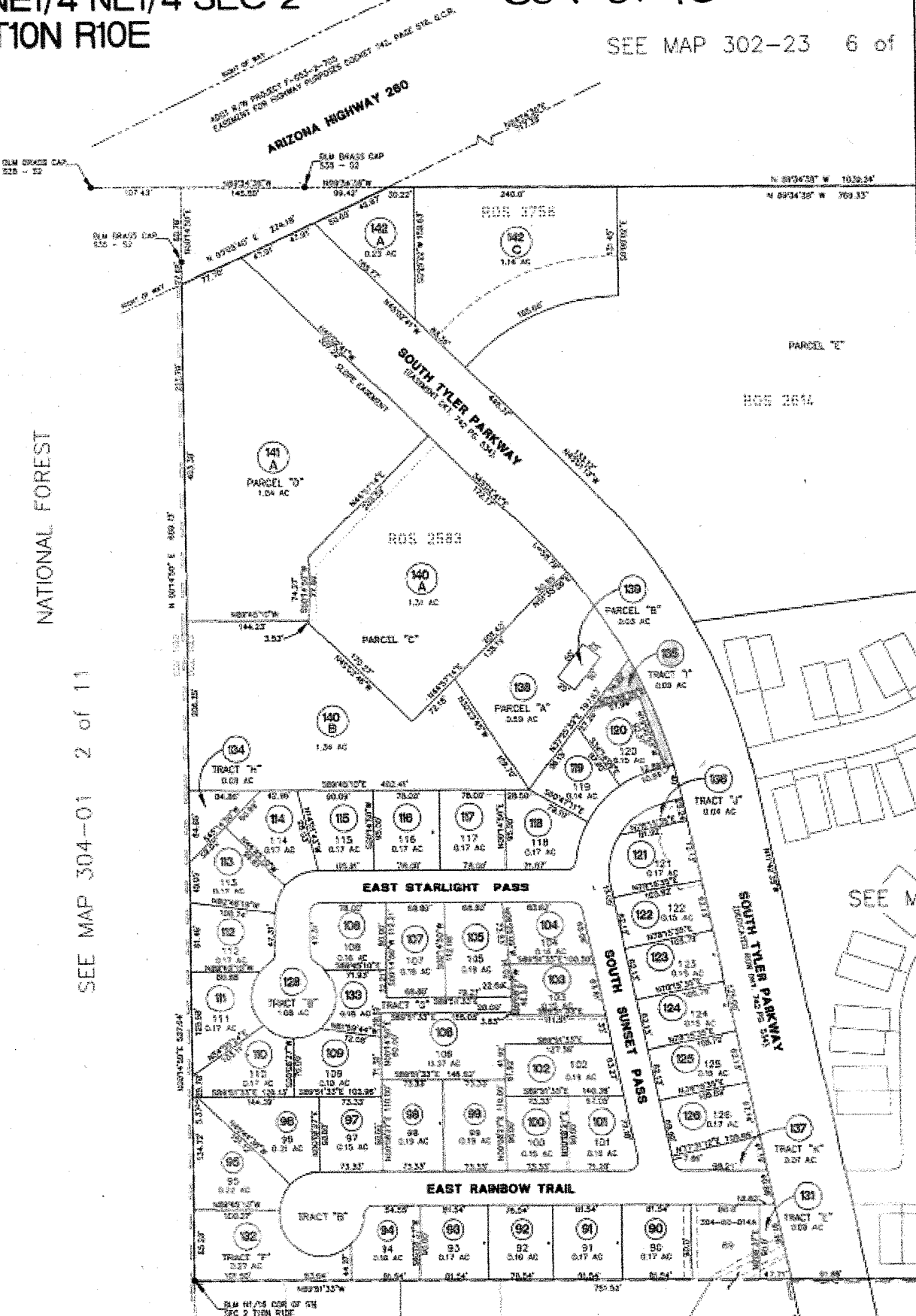
304-61-135

SEE MAP 302-23 6 of

NATIONAL FOREST

SEE MAP 304-01 2 of 11

SEE MAP 304-60



WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009861 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az. Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-61-136

DESCRIBED AS : TRACT "J", OF HIGHLANDS AT THE RIM ACCORDING TO GCR PLAT MAP 737A-E; NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC 2 T10N R10E; =0.04 AC M/L (OUT OF 304-01-327)

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012.



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

Peggy Dennis Cox
Notary Public

My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

**PIONEER TITLE AGENCY INC
TRUSTEE / TRUST # 119608**

and situated in Gila County, Arizona:

PARCEL # 304-61-136

**Legal Description: TRACT J HIGHLANDS AT THE RIM PLAT MAP 737A-
E;NE4 NE4 SEC 2 T10N R10E;=0.04 AC M/L (OUT OF 304-01-327)**

which on the **9 th** day of **February 2007**, was sold to

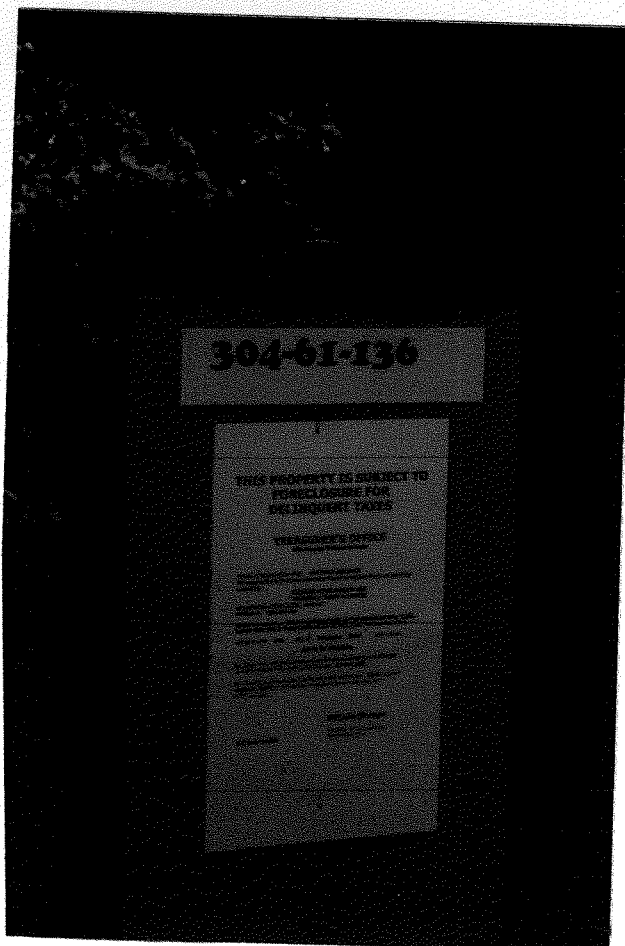
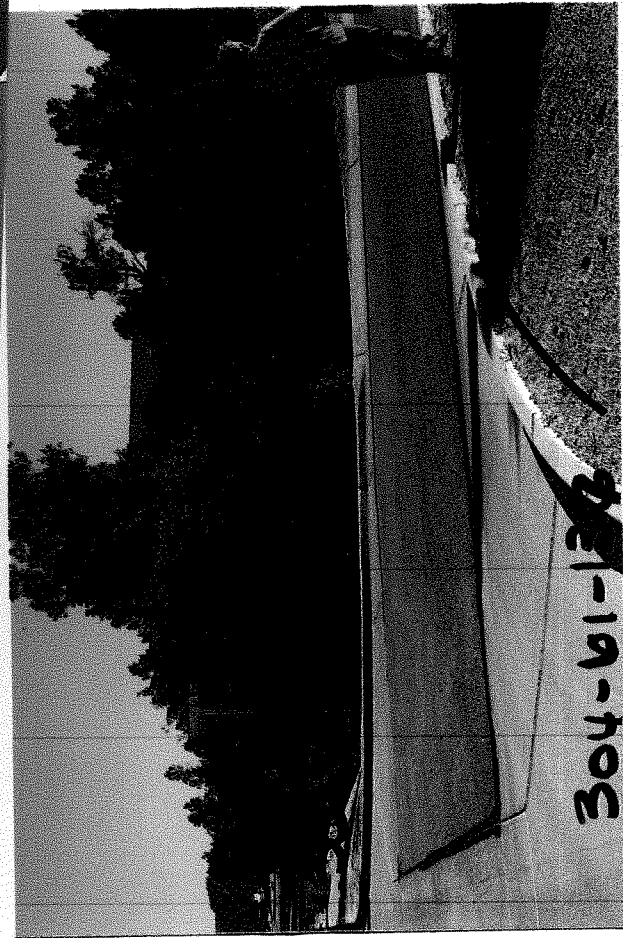
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **495.58** + 50⁰⁰ clerk's
as represented in Tax Sale Certificate No. **07-031158** admin fee = 545.58

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

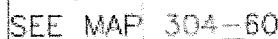
304-61-131,304-61-133

304-61-134,304-61-135

304-61-136,304-61-137

Common areas within
Highlands at the Rim

SEE MAP 302-23 6 of



WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2012-009862 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

TREASURER'S DEED
A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 4th day of April, 2012 notice according to law was published in the **Arizona Silver Belt**, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 10th day of August, 2012, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **State of Arizona**, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : 304-61-137

DESCRIBED AS : TRACT "K", OF HIGHLANDS AT THE RIM ACCORDING TO GCR PLAT MAP 737A-E; NE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC 2 T10N R10E;=0.07 AC M/L (OUT OF 304-01-327)

IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10th day of August, 2012.



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 10th day of August, 2012 by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.



PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real property
owned by:

**PIONEER TITLE AGENCY INC
TRUSTEE / TRUST # 119608**

and situated in Gila County, Arizona:

PARCEL # 304-61-137

**Legal Description: TRACT K HIGHLANDS AT THE RIM PLAT MAP 737A-
E;NE4 NE4 SEC 2 T10N R10E;=0.07 AC M/L (OUT OF 304-01-327)**

which on the **9 th** day of **February 2007**, was sold to

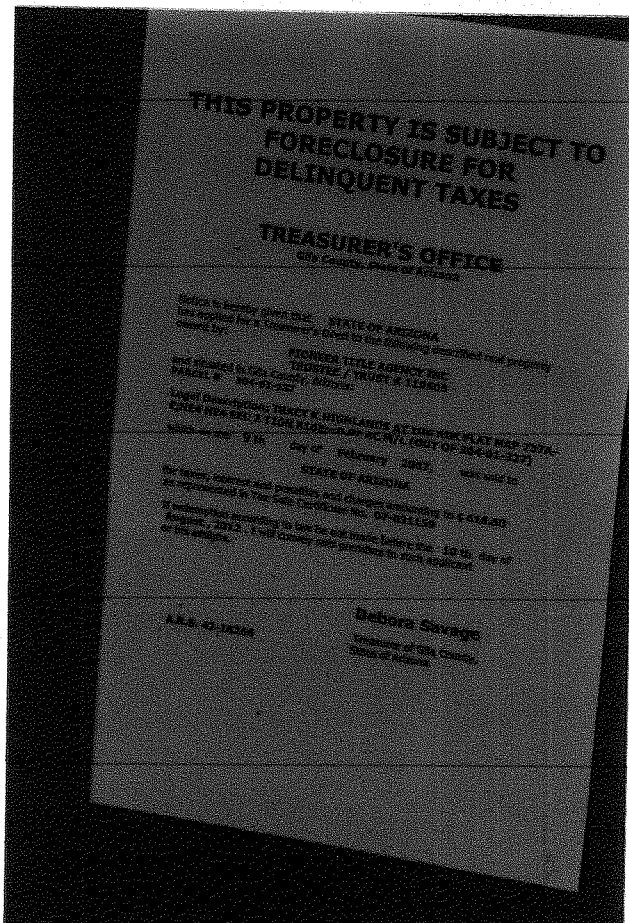
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **618.50** + 50⁰⁰ clerk's
as represented in Tax Sale Certificate No. **07-031159** admin fee = 668.50

If redemption according to law be not made before the **10 th** day of
August , 2012 . I will convey said premises to such applicant
or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

304-61-131,304-61-133

304-61-134,304-61-135

304-61-136,304-61-137

Common areas within
Highlands at the Rim

NE1/4 NE1/4 SEC 2
T10N R10E

304-61-137

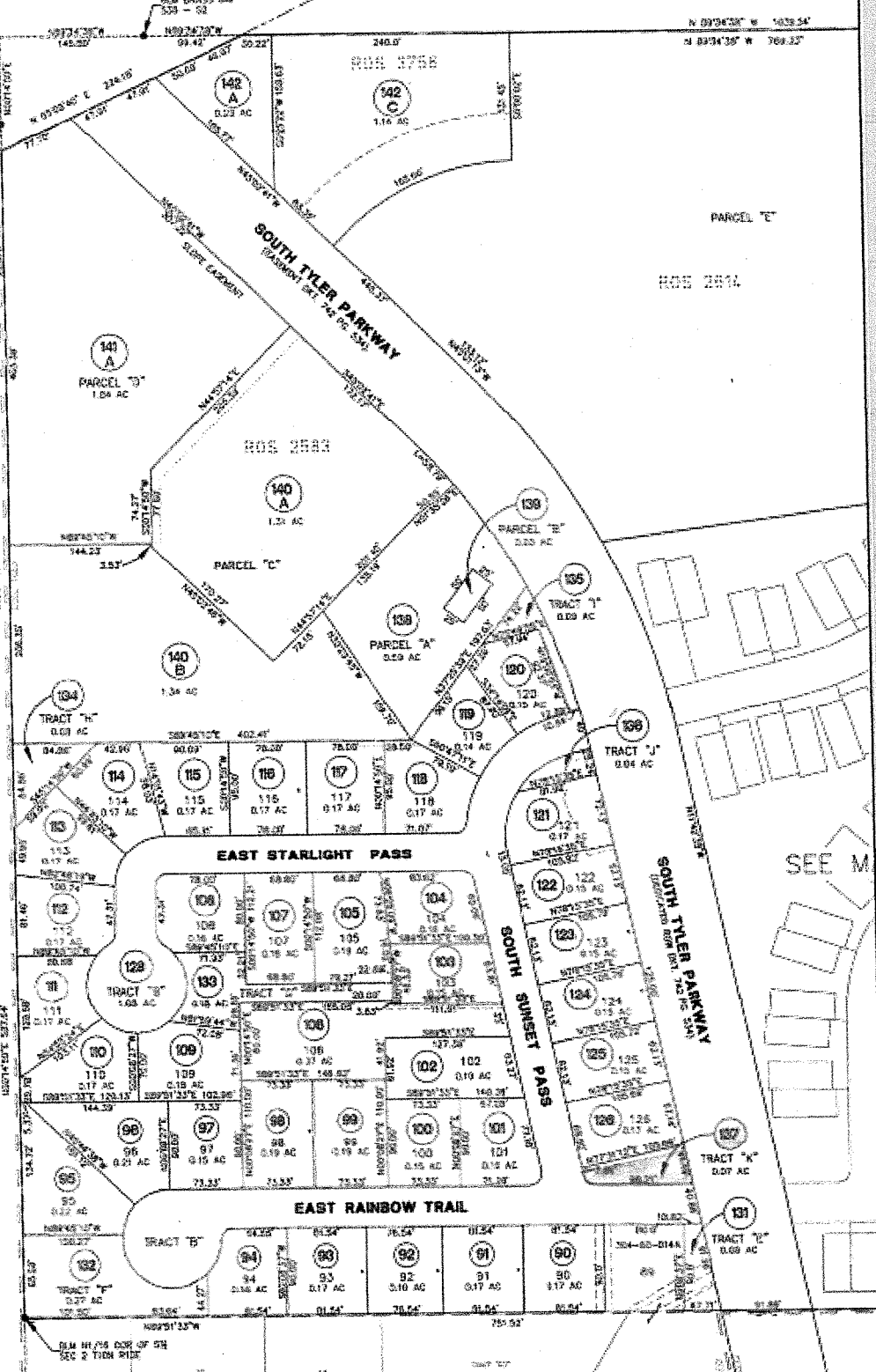
SEE MAP 302-23 6 of

NATIONAL FOREST

SEE MAP 304-01 2 of 11

ADOT R/W PROJECT P-053-2-705
EASEMENT FOR HIGHWAY PURPOSES COUNTY TAD, PAGE 516, C.C.R.

ARIZONA HIGHWAY 280



SEE MAP 304-60

ARF-1509 **Consent Agenda Item** **3- A**

Regular BOS Meeting

Meeting Date: 10/16/2012

Submitted For: Linda Eastlick, Submitted By: Linda Eastlick, Elections Director,
Elections
Director Elections Department

Department: Elections Department

Information

Request/Subject

Intergovernmental Agreement for Election Services between Gila County and Hellsgate Fire District

Background Information

The Gila County Recorder's Office and Department of Elections perform election services for various governmental agencies and special districts within Gila County.

Changes to County policy with regard to the conduct of jurisdictional elections were adopted by the Board of Supervisors on February 7, 2012. These changes provide for a master intergovernmental agreement to be signed for each participating jurisdiction. Each master agreement will remain in effect unless one of the parties cancels the agreement.

A Menu of Services will be completed for each election. The Menu includes a fee schedule for each type of service requested of the Recorder's Office or the Department of Elections.

Evaluation

The Hellsgate Fire District has requested that Gila County conduct its governing board member elections.

Conclusion

At this time, the Hellsgate Fire District wishes to enter into an Intergovernmental Agreement with Gila County whereby Gila County will provide election services.

Recommendation

The Elections Director recommends the Board of Supervisors approve the Intergovernmental Agreement for Election Services between Gila County and the Hellsgate Fire District.

Suggested Motion

Approval of an Intergovernmental Agreement for Election Services between Gila County and the Hellsgate Fire District.

Attachments

IGA with Hellsgate Fire District

Sample Menu of Services

Legal Explanation

GILA COUNTY BOARD OF SUPERVISORS
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY RECORDER
1400 EAST ASH STREET, GLOBE, AZ 85501

GILA COUNTY DEPARTMENT OF ELECTIONS
5515 S. APACHE AVENUE, SUITE 900, GLOBE, AZ 85501



INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

WHEREAS, the County of Gila has a comprehensive voting system and certified Elections Officials; and

WHEREAS, the Hellsgate Fire District seeks Gila County assistance in the conduct of elections; and

WHEREAS, it is good public policy and benefits the citizens of Gila County and is the purpose of this Agreement to make available to any City, Town, School District, or Special Election Jurisdiction within the limits of Gila County the services already in existence;

NOW THEREFORE IT IS AGREED by and between the County of Gila, hereinafter called the "County", through the agency of the Gila County Recorder and the Gila County Department of Elections, and the Hellsgate Fire District hereinafter called the "Jurisdiction," pursuant to ARS §16-172, 16-205 and §11-951 et seq., an agreement follows:

I. The County shall:

- a. Provide the services related to each election which are offered in the current Gila County, Arizona Jurisdiction Menu of Services, hereinafter called the Menu, and which are requested by the Jurisdiction as indicated on the Menu;

- b. Make available support services, ballots, voting equipment, vote tallying equipment, precinct supplies, and such other election materials and services as may be required for proper conduct of elections as agreed by the parties;
- c. To the extent the County determines it is able, provide personnel necessary to effectively administer an election as agreed by the parties;
- d. Furnish election administrative materials, which have been prepared for County elections, to the jurisdiction as agreed by the parties; and
- e. Conduct early balloting and election functions at the polls as agreed by the parties.

II. The Jurisdiction shall:

- a. Submit to the Recorder's Office and the Department of Elections a completed Menu indicating which election services Jurisdiction is requesting the County to perform for each election. At least 150 calendar days prior to the election;
- b. Reimburse the County for costs as noted in the Menu for each election where services are requested by the Jurisdiction. Such costs shall include election materials, postage, supplies and equipment and/or personnel or any other service required in direct support of the Jurisdiction Elections;
- c. Notify the County Recorder to arrange verification of signatures on Early Voting Requests and ballots to be verified;
- d. Be responsible for the security of all ballots tabulated by officials and vendors other than the County and ensure that election functions performed by the Jurisdiction or its outside vendors comply with applicable law and regulations of the Secretary of State;
- e. Comply with County restrictions on use and dissemination of voter information and ensure use of voter registration information for Jurisdiction's election purposes is as authorized by Arizona Revised Statutes, Title 16, Section 168;
- f. Provide Gila County with notification of preclearance requests made under Section 5 of the Voting Rights Act or request the County prepare preclearance requests to the Department of Justice for elections as necessary;
- g. Provide a list of inactive voters who voted or allow the Gila County Recorder to scan jurisdiction's rosters for inactive voters who voted following a jurisdictional election, for the purpose of re-establishing the inactive voter to active status,

and for updating the County's voter registration files to reflect address and other registration changes requested by voters;

- h. Be responsible for the creation, translation, printing and mailing of all publicity pamphlets; and
- i. Reimburse the County for any costs associated with damage or repair of election equipment which may occur while such election equipment is in the possession of the Jurisdiction.

III. The County and the Jurisdiction mutually covenant and agree:

- a. The Jurisdiction will be responsible for all submissions required under Section 5 of the Voting Rights Act to the Department of Justice;
- b. Charges for printing of ballot pages, sample ballots, ballot labels, or any other items commercially produced will be billed directly to the Jurisdiction by the commercial vendor providing such services, unless alternate arrangements are agreed to in a Menu to be completed for each election;
- c. Separate invoices may be submitted to the Jurisdiction by the Gila County Recorder's Office and the Gila County Department of Elections;
- d. Each party is responsible to finance and maintain a budget for its respective responsibilities and obligations under this agreement;
- e. Each party will use its personnel, property, and resources for accomplishing its respective obligations under this agreement;
- f. Each party will maintain its respective property after termination of this agreement and will eventually dispose of any elections materials used under this agreement in a manner provided for by state and federal law. In the event conflict arises between the County and Jurisdiction over the use of voting equipment, vote tallying equipment, or County personnel, the County will have priority usage. The County agrees to make every effort to reconcile conflicts and make reasonable provisions with the Jurisdiction so neither party will suffer as a consequence of conflict;
- g. This contract will continue in full force and effect from year to year, without renewal, subject to cancellation for the immediate calendar year by either party not later than December 1 of any year;

- h. This contract shall become effective from and after the date of its execution by the governing bodies of both the County and the Jurisdiction;
 - i. In the event of termination, any real or personal property belonging to either party and furnished pursuant to this Agreement shall be returned to the furnishing party; and
 - j. This Agreement may be canceled pursuant to the provisions of ARS §38-511 which are incorporated into this agreement by this reference.
- IV. The parties understand and agree that the Gila County Recorder's office is responsible for voter registration, mailing of ballots, signature rosters, registers, 120-day notices, and signature verification of ballots. The Gila County Department of Elections is responsible for Department of Justice preclearance of elections, election equipment, election staffing and training, ballot layout, ballot printing, ballot processing, and ballot tabulation, and reporting. Services will only be provided as agreed to in the Menu to be completed for each election.
- V. By signing this agreement the Jurisdiction agrees to indemnify and hold harmless the County from any claims resulting from the County participating in the election and agrees to the terms specified in the agreement.
- VI. Disclosure of Dual Representation: In approving this Intergovernmental Agreement between Gila County and the Hellsgate Fire District, the Gila County Attorney has represented Gila County and the Hellsgate Fire District. Arizona Ethical Rule 1.7 requires that certain steps be taken before an attorney can represent one client that is directly adverse to another client or representation of one client may be materially limited by the attorney's responsibilities to another client.

In approving the IGA on behalf of Gila County and the Hellsgate Fire District, the Gila County Attorney has determined that representation of one client is not directly adverse to the other, nor will representation of one client be materially limited by responsibilities to the other.

However, it is possible in the future that if any dispute arises from this Intergovernmental Agreement and either of the parties thereto are adverse to each other, the Gila County Attorney may have to invoke the requirements of the Arizona Ethical Rule 1.7 as follows:

Ethical Rule 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS:

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) The representation of one client will be directly adverse to another client; or
 - (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if each affected client gives informed consent, confirmed in writing, and:
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) The representation is not prohibited by law; and
 - (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

As a result of Ethical Rule 1.7 the attorney is required to reasonably believe the dual representation will not be adversely affected, and each client must consent in writing after consultation.

Therefore, the undersigned acknowledge this dual representation and acknowledge that if the Rule's conflict of interest occurs, the Gila County Attorney may have to withdraw representation of one or both clients.

Intergovernmental Agreement for Election Services

Signed this 10th day of October, 2012

GILA COUNTY BOARD OF SUPERVISORS

HELLSGATE FIRE DISTRICT

Tommie C. Martin
Chairman

Richard Pinkerton
Chairman

ATTEST

APPROVED AS TO FORM

Marian Sheppard
Deputy Clerk of the Board

Bryan B. Chambers
Chief Deputy County Attorney

APPROVED AS TO FORM

Bryan B. Chambers
Chief Deputy County Attorney

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

| | | | |
|---|--|-----------------------|----|
| <i>The Jurisdiction is responsible for meeting with BOTH the Gila County Recorder AND the Gila County Department of Elections Director to complete this Menu of Services for each election</i> | | | |
| Jurisdiction Name | | | |
| | | | |
| Election Title | | Election Date | |
| | | | |
| Last Day to Register | | No. Registered Voters | |
| | | | |
| Primary Contact | | | |
| Work Phone | | Email | |
| Cell Phone | | Fax | |
| Home Phone | | Alternate No. | |
| | | | |
| Secondary Contact | | | |
| Work Phone | | Email | |
| Cell Phone | | Fax | |
| Home Phone | | Alternate No. | |
| | | | |
| Attorney Contact | | | |
| Work Phone | | Email | |
| Cell Phone | | Fax | |
| Home Phone | | Alternate No. | |
| | | | |
| Candidates? (If Yes, complete section below) | | Yes | No |
| Offices to be Elected: | | Number to Elect | |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| Last Day for Candidate Filing | | | |
| | | | |
| Ballot Question? (If Yes, complete section below by identifying type and number of measures) | | Yes | No |
| | | | |
| | | | |
| Copy of action calling election attached? | | Yes | No |
| Meeting minutes, resolution, notice of election, etc. If not attached, enter date when information will be sent. | | Due Date | |

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

| | | | | |
|---|---------------------------------|----|-----------|--------------|
| Logic and Accuracy Tests will be performed by the Gila County Department of Elections at 5515 S Apache Ave, Globe, AZ on (Enter Date) | Date | | | |
| Ballot layout information including candidate names and ballot question text must be provided to the Gila County Department of Elections by the Jurisdiction no later than 5:00 pm 90 days prior to the election (Enter Date) | Due Date | | | |
| Gila County Department of Elections shall email "Unofficial Early Results" to the Jurisdiction on election night shortly after 8:00 pm. Ballot Tabulation shall be reported to Jurisdiction by (Enter Date) | Due Date | | | |
| Storage and Retention. All materials related to the election including signature rosters, voted ballots, official envelopes, early ballots, etc. are the property of the Jurisdiction. County shall return materials via (Select Which Method is Preferred) | Mail Pick-up Delivery | | | |
| | | | | |
| Indicate with an "X" Services to be Performed by the County | YES | NO | Resp | Cost |
| Early Ballot/120-Day Notice Processing per Ballot Mailed Out <small>(includes outgoing postage)</small> | | | Recorder | \$2.50 |
| Early Ballot Signature Verification per Signature | | | Recorder | \$0.50 |
| Provisional and Conditional Ballot Verification per ballot | | | Recorder | \$3.00 |
| Petition Signature Verification per Signature | | | Recorder | \$3.00 |
| Voter Registration or other Voter Lists: | | | Recorder | |
| Printed per Name | | | Recorder | \$0.05 |
| Electronic per Name Plus Cost of Media | | | Recorder | \$0.01 |
| CD per CD-Rom | | | Recorder | \$3.00 |
| Mailing Labels per Name | | | Recorder | \$0.10 |
| Registers/Rosters per Name | | | Recorder | \$0.05 |
| Roster Paper | | | Recorder | \$0.20 |
| Registers/Rosters per Set | | | Recorder | \$6.00 |
| US Dept of Justice Pre-Clearance <small>(if Jurisdiction desires the County to create)</small> | | | Elections | \$25.00/hour |
| Basic Fee for Service per Registered Voter <small>(Special or Not Consolidated)</small> | | | Elections | \$1.50 |
| Basic Fee for Service per Registered Voter <small>(Consolidated Election)</small> | | | Elections | \$0.50 |
| Ballot Question per Question | | | Elections | \$100.00 |
| Sample Ballot Creation | | | Elections | Actual Cost |
| Sample Ballot Mailing | | | Elections | Actual Cost |
| Ballot Layout and Printing | | | Elections | Actual Cost |
| Recruit and Train Election Workers | | | Elections | \$17.00/hour |
| Accu-Vote Ballot Scanner Price per Unit | | | Elections | \$25.00 |
| Touchscreen Unit Price per Unit | | | Elections | \$25.00 |
| Memory Card Price per Card | | | Elections | \$25.00 |

GILA COUNTY, ARIZONA

JURISDICTION MENU OF SERVICES

| | | | | |
|--|--|--|------------------------|-------------------------------------|
| County Personnel Labor Rate | | | Recorder and Elections | \$17.00/hour |
| County Personnel Overtime Labor Rate | | | Recorder and Elections | \$25.50/hour |
| Temporary Early Board or Other Worker Rate | | | Recorder and Elections | Min. Wage (Currently \$7.65/hour) |
| Mileage Reimbursement | | | Recorder and Elections | County Rate (Currently \$0.51/mile) |
| Postage | | | Recorder and Elections | Actual Cost |
| Written Spanish Translation | | | Recorder and Elections | Actual Cost |
| Ballot Box (Price per Box) | | | Recorder and Elections | \$25.00 |
| Additional Services (as requested by the Jurisdiction) will be billed at actual cost. Such services may include consulting fees, special reports, computer programming, etc. | | | Recorder and Elections | Actual Cost |
| Additional Services Requested (Specify) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Estimated Cost of Elections | | | | |
| Gila County Recorder | | | | |
| Gila County Department of Elections | | | | |
| Jurisdiction Authorized Signature | | | | |
| | | | Date | |
| Gila County Recorder Authorized Signature | | | | |
| | | | Date | |
| Gila County Department of Elections Authorized Signature | | | | |
| | | | Date | |



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

The County Attorney's Office has reviewed the Intergovernmental Agreement attached to this agenda item and has determined that it is in its "proper form" and "is within the powers and authority granted under the laws of this state to such public agency or public procurement unit" pursuant to A.R.S. § 11-952(D).

Explanation of the Gila County Attorney's Office Intergovernmental Agreement (IGA) Review

A.R.S. § 11-952(D) requires that

every agreement or contract involving any public agency or public procurement unit of this state . . . before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

In performing this review, the County Attorney's Office reviews IGAs to see that they are in "proper form" prior to their execution. "Proper form" means that the contract conforms to fundamental contract law, conforms to specific legislative requirements, and is within the powers and authority granted to the public agency. It does not mean that the County Attorney's Office approves of or supports the policy objectives contained in the IGA. That approval is solely the province of the public agency through its elected body.

Likewise, this approval is not a certification that the IGA has been properly executed. Proper execution can only be determined after all the entities entering into the IGA have taken legal action to approve the IGA. There is no statutory requirement for the County Attorney's Office to certify that IGAs are properly executed.

Nonetheless, it is imperative for each public agency to ensure that each IGA is properly executed because A.R.S. § 11-952(F) requires that "[a]ppropriate action ... applicable to the governing bodies of the participating agencies approving or extending the duration of the ... contract shall be necessary before any such agreement, contract or extension may be filed or become effective." This can be done by ensuring that the governing body gives the public proper notice of the meeting wherein action will be taken to approve the IGA, that the item is adequately described in the agenda accompanying the notice, and that the governing body takes such action. Any questions regarding whether the IGA has been properly executed may be directed to the County Attorney's Office.

Proper execution of IGAs is important because A.R.S. § 11-952(H) provides that "[p]ayment for services under this section shall not be made unless pursuant to a fully approved written contract." Additionally, A.R.S. § 11-952(I) provides that "[a] person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment."

The public agency or department submitting the IGA for review has the responsibility to read and understand the IGA in order to completely understand its obligations under the IGA if it is ultimately approved by the public entity's board. This is because while the County Attorney's Office can approve the IGA as to form, the office may not have any idea whether the public agency has the capacity to actually comply with its contractual obligations. Also, the County Attorney's Office does not monitor IGA compliance. Hence the public entity or submitting department will need to be prepared to monitor their own compliance. A thorough knowledge of the provisions of the IGA will be necessary to monitor compliance.

Before determining whether an IGA contract "is in proper form," the County Attorney's Office will answer any questions or concerns the public agency has about the contract. It is the responsibility of the public agency or department submitting the IGA for review to ask any specific questions or address any concerns it has about the IGA to the County Attorney's Office at the same time they submit the IGA for review. Making such an inquiry also helps improve the County Attorney's Office review of the IGA because it will help focus the review on specific issues that are of greatest concern to the public agency. Failing to make such an inquiry when the agency does have issues or concerns will decrease the ability of the County Attorney's Office to meaningfully review the IGA.

ARF-1469

Consent Agenda Item 3- B

Regular BOS Meeting

Meeting Date: 10/16/2012

Submitted For: Amber Warden, Submitted By: Nancy Neumann, Administrative Clerk,
Accounting Clerk Specialist Sheriff's Office

Department: Sheriff's Office

Fiscal Year: FY12 Budgeted?: No

Contract Dates June 21, 2012 Grant?: Yes

Begin & End: to June 21,
2013

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Interlock Agreement with the Town of Payson for 2012 Bryne Justice Assistance Grant Award

Background Information

The Town of Payson is considered a disparate community and is required to enter into a memorandum of understanding with the Gila County Sheriff's Office for allocation of this grant funding.

Evaluation

Section 1: The Town of Payson acknowledges that they have been identified as a disparate community and must enter into a memorandum of understanding with the Gila County Sheriff's Office for allocation of grant funds within Gila County, Arizona.

Section 2: It has been agreed that the disparate jurisdictions of the Town of Payson and the Gila County Sheriff's Office within Gila County agree that it is acceptable for the Town of Payson Police Department be allowed to accept funds in the amount of \$10,102 from the Department of Justice under the FY12 Edward Byrne Memorial Justice Assistance Grant Program.

Conclusion

Section 1: The Town of Payson acknowledges that they have been identified as a disparate community and must enter into a memorandum of understanding with the Gila County Sheriff's Office for allocation of grant funds within Gila County, Arizona.

Section 2: It has been agreed that the disparate jurisdictions of the Town of Payson and the Gila County Sheriff's Office within Gila County agree that it is acceptable for the Town of Payson Police Department be allowed to accept funds in the amount of \$10,102 from the Department of Justice under the FY12 Edward Byrne Memorial Justice Assistance Grant Program.

Recommendation

The Gila County Sheriff's Office requests the Gila County Board of Supervisor's approval for this Interlock Agreement 2012 Byrne Justice Assistance Grant Program between the Gila County Sheriff's Office and the Town of Payson (a disparate community).

Suggested Motion

Approval of an Interlock Agreement between the Gila County Sheriff's Office and the Town of Payson (a disparate community) for the 2012 Byrne Justice Assistance Grant Program Award in the amount of \$10,102.

Attachments

Interlock Agreement with Town of Payson for 2012

Legal Explanation

THE STATE OF Arizona

COUNTY OF Gila

**INTERLOCK AGREEMENT
BETWEEN THE TOWN OF Payson, AZ AND COUNTY OF Gila, AZ**

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, _____, by and between The COUNTY of Gila, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the TOWN of Payson, acting by and through its governing body, the TOWN Council, hereinafter referred to as TOWN, both of Gila County, State of Arizona, witnesseth:

WHEREAS, this Agreement is made under the authority of Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of the Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

NOW THEREFORE, the COUNTY and TOWN agree as follows:

Section 1

The Town of Payson acknowledges that they have been identified as a disparate community and must enter into a memorandum of understanding with the Gila County Sheriff's Office for allocation of grant funds within Gila County, Arizona.

Section 2

It has been agreed that the disparate jurisdictions of the Town of Payson and the Gila County Sheriff's Office within Gila County agree that it is acceptable for the Town of Payson Police Department be allowed to accept funds in the amount of \$10,102.00 from the Department of Justice under the FY12 Edward Byrne Memorial Justice Assistance Grant Program.

Section 3

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 4

Nothing in the performance of this Agreement shall impose any liability for claims against TOWN other than claims for which liability may be imposed by the Tort Claims Act.

Section 5

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

TOWN OF Payson, AZ

Donald B. Engler

Town of Payson Police Chief

COUNTY OF Gila, AZ

John B. Armer
Gila County Sheriff

Gila County Sheriff

APPROVED AS TO FORM:

[Signature]

Town Attorney

APPROVED AS TO FORM:

County Attorney

Tommie C. Martin
Chairman, Gila County Board of Supervisors

Contract Authorization



GILA COUNTY ATTORNEY
Daisy Flores

Re: County Attorney's Office approval of IGA pursuant to A.R.S. § 11-952(D).

To whom it may concern:

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ARF-1512

3- C

Regular BOS Meeting

Meeting Date: 10/16/2012

Reporting Period: Recorder's August 2012 Monthly Report

Submitted For: Sadie Dalton

Submitted By: Sadie Dalton,
Recorder,
Recorder's
Office

Information

Subject

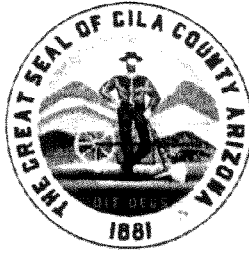
Recorder's Monthly Report for August 2012.

Suggested Motion

Approval of the August 2012 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's August 2011 Monthly Report



GILA COUNTY RECORDER

REPORT FOR THE MONTH OF AUGUST 2012

I, Sadie Tomerlin Dalton, County Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Tomerlin Dalton, Gila County Recorder

103641 SEP 11 5

Date _____

120007

| Date & Time | Deposit Id | Bank Account | Reference | Amount |
|--------------------------|------------|--------------|---------------------|------------|
| Aug 1, 2012 7:58:27 AM | 2572 | B | Globe | \$171.00 |
| Aug 2, 2012 4:54:59 PM | 2573 | B | Globe | \$264.00 |
| Aug 2, 2012 4:59:10 PM | 2574 | B | Payson08/02/12 | \$35.00 |
| Aug 3, 2012 4:55:04 PM | 2575 | B | Globe | \$329.00 |
| Aug 3, 2012 5:00:00 PM | 2576 | B | Payson08/03/12 | \$44.00 |
| Aug 6, 2012 4:54:31 PM | 2578 | B | Payson08/06/12 | \$64.00 |
| Aug 7, 2012 4:52:43 PM | 2579 | B | Globe | \$108.00 |
| Aug 7, 2012 4:54:19 PM | 2580 | B | Payson08/07/12 | \$32.00 |
| Aug 8, 2012 4:55:51 PM | 2581 | B | payson08/08/12 | \$62.00 |
| Aug 8, 2012 5:00:31 PM | 2582 | B | Globe | \$389.00 |
| Aug 9, 2012 4:55:16 PM | 2583 | B | Globe | \$311.39 |
| Aug 9, 2012 4:56:28 PM | 2584 | B | Payson08/09/12 | \$0.00 |
| Aug 10, 2012 10:45:17 AM | 2585 | B | globecorrection | \$427.00 |
| Aug 10, 2012 4:54:59 PM | 2586 | B | Globe | \$321.49 |
| Aug 10, 2012 4:55:34 PM | 2587 | B | Payson08/10/12 | \$40.00 |
| Aug 13, 2012 4:57:58 PM | 2589 | B | Payson08/13/12 | \$64.00 |
| Aug 14, 2012 4:56:05 PM | 2591 | B | Globe | \$258.00 |
| Aug 14, 2012 4:56:18 PM | 2592 | B | Payson08/14/12 | \$15.00 |
| Aug 15, 2012 8:22:53 AM | 2593 | B | Globecorrection | \$1,782.00 |
| Aug 15, 2012 4:54:52 PM | 2594 | B | Globe | \$223.00 |
| Aug 15, 2012 4:56:04 PM | 2595 | B | Payson08/15/12 | \$38.00 |
| Aug 16, 2012 4:53:38 PM | 2596 | B | Globe | \$2,643.00 |
| Aug 16, 2012 5:03:15 PM | 2597 | B | Payson08/16/12 | \$85.00 |
| Aug 17, 2012 4:55:55 PM | 2598 | B | payson08/17/12 | \$95.00 |
| Aug 18, 2012 8:15:37 AM | 2599 | B | Globe | \$434.00 |
| Aug 20, 2012 7:53:39 AM | 2601 | B | Globe | \$611.30 |
| Aug 20, 2012 4:58:27 PM | 2600 | B | payson/08/20/2012 | \$238.00 |
| Aug 21, 2012 4:54:10 PM | 2602 | B | Payson8/21/2012 | \$51.00 |
| Aug 21, 2012 5:03:00 PM | 2603 | B | Globe | \$1,334.44 |
| Aug 22, 2012 4:53:51 PM | 2604 | B | Globe | \$491.00 |
| Aug 22, 2012 4:59:14 PM | 2605 | B | payson8/22/2012 | \$47.00 |
| Aug 23, 2012 4:53:54 PM | 2606 | B | payson08/23/2012 | \$53.00 |
| Aug 23, 2012 4:55:45 PM | 2607 | B | globe | \$301.00 |
| Aug 24, 2012 4:54:40 PM | 2608 | B | Payson08/24/2012 | \$28.00 |
| Aug 24, 2012 4:57:42 PM | 2609 | B | gLOBE | \$328.00 |
| Aug 27, 2012 4:54:20 PM | 2610 | B | Globe | \$846.00 |
| Aug 28, 2012 12:10:15 PM | 2612 | B | Payson 08/27/12 cor | \$14.00 |
| Aug 28, 2012 4:54:37 PM | 2613 | B | Globe | \$64.00 |
| Aug 28, 2012 5:01:52 PM | 2614 | B | Payson08/28/12 | \$72.00 |
| Aug 29, 2012 4:56:07 PM | 2615 | B | Globe | \$7,162.00 |
| Aug 29, 2012 5:01:12 PM | 2616 | B | Payson08/29/12 | \$280.00 |
| Aug 30, 2012 7:56:06 AM | 2619 | B | Globe | \$2,006.00 |
| Aug 30, 2012 8:19:19 AM | 2617 | B | Globe | \$0.00 |
| Aug 30, 2012 4:55:33 PM | 2618 | B | Payson08/30/2012 | \$124.00 |
| Aug 31, 2012 4:57:42 PM | 2620 | B | Globe | \$648.50 |
| Aug 31, 2012 5:00:47 PM | 2621 | B | Payson08/31/12 | \$50.00 |

Total \$22,984.12

MONTHLY ACTIVITY REPORT - August 2012

| DATE | AMT PAID | 1005 | 7145 | 7146 | 7147 | INTO SUSPENSE | OUT OF SUSPENSE | TOTAL FUNDS |
|-----------|----------|----------|---------|--------|--------|------------------|--------------------|-------------|
| 8/1/2012 | 171.00 | 458.00 | 196.00 | 0.00 | 0.00 | 232.00 | 483.00 | 654.00 |
| 8/2/2012 | 299.00 | 479.00 | 200.00 | 0.00 | 0.00 | 327.00 | 380.00 | 679.00 |
| 8/3/2012 | 373.00 | 592.00 | 196.00 | 0.00 | 0.00 | 290.00 | 615.00 | 788.00 |
| 8/6/2012 | 491.00 | 626.00 | 280.00 | 0.00 | 95.00 | 206.00 | 510.00 | 1001.00 |
| 8/7/2012 | 140.00 | 239.00 | 120.00 | 0.00 | 0.00 | 180.00 | 219.00 | 359.00 |
| 8/8/2012 | 451.00 | 467.00 | 268.00 | 0.00 | 0.00 | 186.00 | 284.00 | 735.00 |
| 8/9/2012 | 311.39 | 460.40 | 164.00 | 5.00 | 731.39 | 97.00 | 1049.40 | 1360.79 |
| 8/10/2012 | 361.49 | 520.00 | 236.00 | 0.00 | 52.49 | 189.00 | 447.00 | 808.49 |
| 8/13/2012 | 1846.00 | 1971.00 | 280.00 | 25.00 | 0.00 | 173.00 | 430.00 | 2276.00 |
| 8/14/2012 | 273.00 | 396.00 | 176.00 | 5.00 | 0.00 | 329.00 | 304.00 | 577.00 |
| 8/15/2012 | 261.00 | 562.00 | 216.00 | 5.00 | 0.00 | 165.00 | 522.00 | 783.00 |
| 8/16/2012 | 2728.00 | 2727.00 | 312.00 | 10.00 | 0.00 | 243.00 | 324.00 | 3049.00 |
| 8/17/2012 | 529.00 | 568.00 | 252.00 | 5.00 | 0.00 | 266.00 | 296.00 | 825.00 |
| 8/20/2012 | 849.30 | 876.30 | 400.00 | 5.00 | 0.00 | 236.00 | 432.00 | 1281.30 |
| 8/21/2012 | 1385.44 | 1529.00 | 192.00 | 5.00 | 41.44 | 188.00 | 382.00 | 1767.44 |
| 8/22/2012 | 538.00 | 737.00 | 292.00 | 25.00 | 0.00 | 90.00 | 516.00 | 1054.00 |
| 8/23/2012 | 354.00 | 473.00 | 216.00 | 0.00 | 0.00 | 0.00 | 335.00 | 689.00 |
| 8/24/2012 | 356.00 | 593.00 | 232.00 | 10.00 | 0.00 | 619.00 | 476.00 | 835.00 |
| 8/27/2012 | 860.00 | 946.00 | 496.00 | 0.00 | 0.00 | 118.00 | 582.00 | 1442.00 |
| 8/28/2012 | 136.00 | 490.00 | 180.00 | 0.00 | 0.00 | 250.00 | 534.00 | 670.00 |
| 8/29/2012 | 7,442.00 | 642.00 | 228.00 | 20.00 | 0.00 | 7391.00 | 448.00 | 890.00 |
| 8/30/2012 | 2,130.00 | 1,050.00 | 272.00 | 15.00 | 0.00 | 1372.00 | 457.00 | 1337.00 |
| 8/31/2012 | 698.50 | 763.50 | 320.00 | 5.00 | 0.00 | 521.00 | 690.00 | 1088.50 |
| TOTALS | 22984.12 | 18165.20 | 5724.00 | 140.00 | 920.32 | 13668.00 | 10715.40 | 24949.52 |

Receipt Listing

From 8/1/12 12:00AM To 8/31/12 11:59PM

| | | | |
|---|---------|--------------|--------------------|
| 7145-120-01-4775-004 Recorder Storage and Retrieval | \$0.00 | (\$8.00) | |
| 1005-120-01-4612-003 Postage | \$0.00 | (\$2.00) | |
| 1005-120-01-4612-001 Copies | \$0.00 | (\$3.00) | |
| Cash Cash/Check | \$26.00 | \$0.00 | |
| 1005-120-01-4612-023 Recording Fee | \$0.00 | (\$13.00) | |
| | | Total | \$38,617.52 |

Journal Activity

| Account | | Debits | Credits | Net |
|-------------------------------|---|--------------------|----------------------|----------------------|
| Asset | | | | |
| 1005 Suspense PrePay Accounts | 1005 Suspense - Prepay | \$5,764.40 | (\$8,750.00) | (\$2,985.60) |
| Cash | Cash/Check | \$22,984.12 | \$0.00 | \$22,984.12 |
| D-1005-120-01-4612-003 | Postage (deferred) | \$11.00 | (\$15.00) | (\$4.00) |
| D-1005-120-01-4612-023 | Recording Fee (deferred) | \$33.00 | (\$45.00) | (\$12.00) |
| D-7145-120-01-4775-004 | Recorder Storage and Retrieval (deferred) | \$44.00 | (\$60.00) | (\$16.00) |
| E Transfer | Electronic Transfers | \$4,918.00 | \$0.00 | \$4,918.00 |
| | Total | \$33,754.52 | (\$8,870.00) | \$24,884.52 |
| Liability | | | | |
| 1005 Suspense Charge Accounts | 1005 Suspense - Charge | \$120.00 | (\$88.00) | \$32.00 |
| | Total | \$120.00 | (\$88.00) | \$32.00 |
| Expense | | | | |
| | Total | \$0.00 | \$0.00 | \$0.00 |
| Revenue | | | | |
| 1005-120-01-4612-001 | Copies | \$0.00 | (\$627.30) | (\$627.30) |
| 1005-120-01-4612-002 | Certified Seal | \$0.00 | (\$45.00) | (\$45.00) |
| 1005-120-01-4612-003 | Postage | \$0.00 | (\$1,033.40) | (\$1,033.40) |
| 1005-120-01-4612-005 | Affidavit of Property Value | \$0.00 | (\$360.00) | (\$360.00) |
| 1005-120-01-4612-008 | Additional Transaction Fee | \$0.00 | (\$153.00) | (\$153.00) |
| 1005-120-01-4612-012 | Overpayment | \$0.00 | (\$206.00) | (\$206.00) |
| 1005-120-01-4612-018 | Misc Fees (Notification) | \$0.00 | (\$109.00) | (\$109.00) |
| 1005-120-01-4612-023 | Recording Fee | \$0.00 | (\$15,449.50) | (\$15,449.50) |
| 1005-120-01-4612-026 | Refunds | \$0.00 | (\$36.00) | (\$36.00) |
| 1005-120-01-4612-027 | Fax | \$0.00 | (\$90.00) | (\$90.00) |
| 1005-120-01-4612-029 | Search | \$0.00 | (\$40.00) | (\$40.00) |
| 7145-120-01-4775-004 | Recorder Storage and Retrieval | \$0.00 | (\$5,708.00) | (\$5,708.00) |
| 7146-120-01-4612 | Mining Fees | \$0.00 | (\$28.00) | (\$28.00) |
| 7146-120-01-4776-009 | State Mining Fees | \$0.00 | (\$112.00) | (\$112.00) |
| 7147-120-01-4612-013 | Microfiche | \$0.00 | (\$12.00) | (\$12.00) |
| 7147-120-01-4612-018 | Voter | \$0.00 | (\$116.32) | (\$116.32) |
| 7147-120-01-4774-031 | Miscellaneous | \$0.00 | (\$792.00) | (\$792.00) |
| eRecording | eRecording | \$4,831.00 | (\$4,830.00) | \$1.00 |
| | Total | \$4,831.00 | (\$29,747.52) | (\$24,916.52) |
| | Total | \$38,705.52 | (\$38,705.52) | \$0.00 |

Range Summary

| Range | Account | Debits | Credits | Net |
|------------|--------------------|--------------------|---------------|--------------------|
| Cash/Check | | | | |
| | Cash Cash/Check | \$22,984.12 | \$0.00 | \$22,984.12 |
| | Range Total | \$22,984.12 | \$0.00 | \$22,984.12 |

| | | | | | | |
|--|---------------|---|------------------------|-----------------------|-----------------------------|--------------------------------|
| Sadie Tomerlin Dalton Gila County Recorder For Month Of: | | | | | New Fiscal Year Form | |
| FY | | 2012-2013 | | | | |
| Month | No of Doc. | Recorder Storage & Retrieval 7145 | Recording Fees 1005 | Computer Svcs 7147 | Mining fees 7146 | Recorder Check to Treasurer |
| July | 1,169 | 4,532 | 14,548.76 | 948.93 | 6.00 | 20,035.69 |
| Aug | 1,521 | 5,724 | 21,082.47 | 920.32 | 28.00 | 27,754.79 |
| Sept | | | | | | 0.00 |
| Oct | | | | | | 0.00 |
| Nov | | | | | | 0.00 |
| Dec | | | | | | 0.00 |
| Jan | | | | | | 0.00 |
| Feb | | | | | | 0.00 |
| Mar | | | | | | 0.00 |
| Apr | | | | | | 0.00 |
| May | | | | | | 0.00 |
| June | | | | | | 0.00 |
| Total | 2,690 | 10,256 | 35,631.23 | 1,869.25 | 34.00 | 47,790.48 |
| Fiscal Year | | 47,790.48 | | | | |
| All Monies | | | | | | |

| | A | B | C | D | E | F |
|----|---|---|---------------|------------------|--------------|--------------------|
| 1 | | GILA COUNTY RECORDER | | | | |
| 2 | | | | | | |
| 3 | | REPORT FOR | | July 2012 | | |
| 4 | | | | | | |
| 5 | SECTION I | | CREDIT | DEBIT | TOTAL | EXPLANATION |
| 6 | 1005 (GENERAL FUND) | PAID INTO SUSPENSE ACCT | \$13,668.00 | | \$0.00 | |
| 7 | | PAID OUT OF SUSPENSE ACCT | | \$10,715.40 | \$2,952.62 | |
| 8 | | RECORDING FEES | \$18,165.20 | \$0.00 | \$0.00 | |
| 9 | | REFUNDS-EXCESS FEES | | \$36.00 | | |
| 10 | | INTEREST PD TO ACCT | \$0.67 | \$0.00 | | |
| 11 | | | | \$0.00 | | |
| 12 | TOTAL 1005 FUNDS | | \$31,833.87 | \$10,751.40 | \$21,082.47 | |
| 13 | | | | | | |
| 14 | SECTION II | | | | | |
| 15 | | 7145 FUND (RECORDER) | \$5,724.00 | \$0.00 | \$5,724.00 | |
| 16 | | 7146 FUND (MINING - 80% STATE TREAS) | \$112.00 | \$112.00 | \$112.00 | |
| 17 | | 7146 FUND (MINING - 20% RECORDER) | \$28.00 | \$0.00 | \$28.00 | |
| 18 | | 7147 FUND (COMPUTER SVCS) | \$920.32 | \$0.00 | \$920.32 | |
| 19 | TOTAL SEC II FUNDS | | \$6,784.32 | \$112.00 | \$6,784.32 | |
| 20 | | | | | | |
| 21 | COMBINED TOTALS - TOTAL FEES COLLECTED | | \$38,618.19 | \$10,863.40 | \$27,754.79 | |
| 22 | | | | | | |
| 23 | | | | | | |

House Account Summary

Gila County AZ Recorder

For the Period of 08/01/2012 - 08/31/2012

Immediate and Deferred Accounts

| House Account ID | House Account Name | Starting Balance | Charges | Payments | Ending Balance |
|--------------------|--|----------------------|--------------------|----------------------|----------------------|
| ACCU | ACCUSEARCH | (\$170.00) | \$0.00 | \$0.00 | (\$170.00) |
| ADOR-M | STATE OF ARIZONA - DEPT OF REVENUE | (\$93.77) | \$46.80 | \$0.00 | (\$46.97) |
| ADOT | AZ DEPT OF TRANS | (\$295.50) | \$0.00 | \$0.00 | (\$295.50) |
| APS | APS/COPIES | (\$185.00) | \$0.00 | \$0.00 | (\$185.00) |
| APSR | APS/RECORDINGS | (\$201.00) | \$0.00 | \$0.00 | (\$201.00) |
| ARARS | AZ RESEARCH & RETRIEVAL SVCS | (\$40.00) | \$230.00 | (\$500.00) | (\$310.00) |
| AWC | ARIZONA WATER COMPANY | (\$250.00) | \$0.00 | \$0.00 | (\$250.00) |
| AZDOR | ADOR ACCOUNTS PAYABLE | (\$206.00) | \$32.00 | \$0.00 | (\$174.00) |
| AZRE/RECORDING | ARIZONA DEPT OF REALESTATE | (\$2,050.00) | \$0.00 | \$0.00 | (\$2,050.00) |
| CARD | Cardon Hiatt / The Vineyard Group | (\$105.00) | \$0.00 | \$0.00 | (\$105.00) |
| EQUIT | EQUITY SERVICES | (\$114.00) | \$6.00 | \$0.00 | (\$108.00) |
| ERAY | ERA YOUNG REALTY | (\$134.60) | \$46.80 | \$0.00 | (\$87.80) |
| EXCEL | EXCEL DOCUMENT SERVICES | (\$94.00) | \$11.00 | \$0.00 | (\$83.00) |
| FARES | First American Corelogic Inc. | (\$1,196.40) | \$190.00 | \$0.00 | (\$1,006.40) |
| FATM | FIRST AMERICAN MICROFICHE | (\$206.80) | \$181.80 | \$0.00 | (\$25.00) |
| FB | FLOYD BLEAK / NANCY SHEPPARD | (\$618.00) | \$0.00 | \$0.00 | (\$618.00) |
| FCS,INC | Pacific Corportate & Title Service | (\$51.00) | \$0.00 | \$0.00 | (\$51.00) |
| FNDS | LPS APPLIED ANALYTICS | (\$288.20) | \$95.00 | (\$1,250.00) | (\$1,443.20) |
| GCCD | GILA COUNTY COMMUNITY DEVELOPMENT | \$73.50 | \$0.00 | \$0.00 | \$73.50 |
| HANSEN-ENGINEERING | HANSEN ENGINEERING & SURVEYING | (\$43.00) | \$0.00 | \$0.00 | (\$43.00) |
| IMAPP | IMAPP , INC | (\$53.40) | \$0.00 | \$0.00 | (\$53.40) |
| INDEPTH | INDEPTH SOLUTIONS INC | (\$58.00) | \$8.00 | \$0.00 | (\$50.00) |
| Ingeo | Ingeo - eRecording | (\$498.00) | \$562.00 | (\$562.00) | (\$498.00) |
| IRS | INTERNAL REVENUE SERVICE | (\$82.00) | \$88.00 | (\$88.00) | (\$82.00) |
| LA001 | First American Title Lenders Advantage | (\$470.50) | \$0.00 | \$0.00 | (\$470.50) |
| MHK | MORRIS HALL KINGHORN | (\$266.00) | \$0.00 | \$0.00 | (\$266.00) |
| NDTS-TSG | FIRST AMERICAN TITLE INSURANCE COMPANY | (\$931.00) | \$25.00 | \$0.00 | (\$906.00) |
| PIONE | PIONEER TITLE AGENCY FICHE | (\$529.00) | \$252.00 | \$0.00 | (\$277.00) |
| PTP2 | PIONEER TITLE AGENCY RECORDINGS 2 | (\$4,614.00) | \$4,639.00 | (\$7,000.00) | (\$6,975.00) |
| RSSI | RECORD SEARCHING SERVICES INC | (\$161.00) | \$33.00 | \$0.00 | (\$128.00) |
| simplifile | Simplifile - eRecording | (\$897.00) | \$4,269.00 | (\$4,268.00) | (\$896.00) |
| SOUTHWES DIV | FIRST AMERICAN TITLE | (\$1,171.20) | \$0.00 | \$0.00 | (\$1,171.20) |
| Totals | | (\$15,999.87) | \$10,715.40 | (\$13,668.00) | (\$18,952.47) |

ARF-1521

3- D

Regular BOS Meeting

Meeting Date: 10/16/2012

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 09-14-12, 09-21-12, 09-28-12 and 10-05-12

Submitted For: Joseph Heatherly

Submitted By: Dana Sgroi,
Contracts
Support
Specialist,
Finance
Department

Information

Subject

Report for County Manager Approved Contracts Under \$50,000 for Weeks Ending 09-14-12, 09-21-12, 09-28-12 and 10-05-12.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of September 10, 2012, to September 14, 2012; September 17, 2012, to September 21, 2012; September 24, 2012 to September 28, 2012; and October 01, 2012, to October 05, 2012.

Attachments

County Manager Approved Contracts Under \$50,000

Interconnection Application for Static Inverters

Service Agreement No. 091012 Replace Pressure Regulator Globe Gila County Jail

Konica Minolta Master Purchase Agreement for Treasurer's Office

Konica Minolta Maintenance Agreement for Treasurer's Office

Amendment No 4 Gila County Contract 6880.102 4-2011 Janitorial Service Payson Administration Building

Informal Bid Request No. 070712 Electrical Service Upgrade Payson Sheriff's Office

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**September 10, 2012, to September 14, 2012**

| Number / Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|--|---------------------|------|----------|----------------|--|
| Tioga Energy | Interconnection Application for Static Inverters | No Financial Impact | - | 09-10-12 | Expires | This application grants permission to APS to coordinate the interconnection process with Kitchell Contractors |
| Service Agreement 091012 Earthquest Plumbing | Service Agreement No. 091012 Replace Pressure Regulator Globe Gila County Jail | \$5,372.54 | - | 09-12-12 | Expires | Replace water regulator to regulate water pressure at the Globe Gila County Jail. The current regulator is not working properly. |

September 17, 2012, to September 21, 2012

| Number / Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--|---|-------------|--------------------|----------|------------------------------------|--|
| 10i-KMBS-0127 Konica Minolta Business Solutions, Inc. | Master Purchase Agreement | \$9,664.84 | - | 09-19-12 | - | Purchase of a Konica Minolta Bizhub C-754 copier to replace two copiers that the Treasurer currently owns and are obsolete. This purchase saves the County money by purchasing, rather than leasing. |
| 10i-KMBS-0127 Konica Minolta Business Solutions, Inc. | Copier Maintenance Agreement | \$2,853.00 | 9-26-12 to 9-26-17 | 09-19-12 | The contract term is for 60 months | Provide maintenance on Konica Minolta Bizhub C-754 copier for the Treasurer's office |
| 6880.102/4-2011 Moonlight Janitorial | Amendment No. 4 Gila County Contract 6880.102/4-2011 Janitorial Service Payson Administration Building | \$31,200.00 | 5-03-12 to 5-02-13 | 09-19-12 | 1 year renewal | Full custodial services in the Gila County Court Complex at 714 S. Beeline Highway, Payson, AZ. |

September 24, 2012, to September 28, 2012

| Number / Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|---|-------------|---------------------|----------|----------------|---|
| Informal Bid Request No. 070712 Burden Electric | Electrical Service Upgrade Payson Sheriff's Office | \$42,601.50 | 9-01-12 to 11-30-12 | 09-25-12 | Expires | Provide for the service entrance upgrade at the Payson sheriff's Office Jail due to old and outdated equipment. |

October 01, 2012, to October 05, 2012

| Number / Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---------------------|-------|--------|------|----------|----------------|---------|
| No contracts signed | | | | | | |

INTERCONNECTION REQUIREMENTS FOR DISTRIBUTED GENERATION Revised 07-12

APPENDIX A**INTERCONNECTION APPLICATION INSTRUCTIONS**

The chart below shows the appropriate interconnection application to be completed for the GF being contemplated.

| | | |
|-------------------------------------|--|---|
| Non-Residential Applications | Wholesale Generation | <p>For FERC interconnections use the application located at APS' Oasis Website at:</p> <p>http://www.oatioasis.com/azps/index.html</p> <p>For Non-FERC interconnections, Use the appropriate application (Appendix B or C) available at :</p> <p>http://www.aps.com/dg</p> |
| | Behind the Meter 1 kW or larger | <p>Use the appropriate application (Appendix B or C) available at :</p> <p>http://www.aps.com/dg</p> |
| | Behind the Meter smaller than 1 kW | <p>No APS application is required.</p> <p>Customer must still follow all code and local permitting requirements.</p> |
| Residential Applications | Participating in APS Renewable Energy Incentive Program | <p>Use the application located at</p> <p>http://www.aps.com/GoSolar .</p> |
| | Not participating in the APS Renewable Energy Incentive Program, systems 1 kW or larger | <p>Use the appropriate application (Appendix B or C) available at :</p> <p>http://www.aps.com/dg</p> |
| | Previously participated in the APS Incentive Program and are relocating the system to a different location 1 kW or larger | <p>Use the appropriate application (Appendix B or C) available at :</p> <p>http://www.aps.com/dg</p> |
| | Systems less than 1 kW | <p>No APS application is required.</p> <p>Customer must still follow all code and local permitting requirements.</p> |

APPENDIX A: INTERCONNECTION APPLICATION INSTRUCTIONS (cont'd)

A Customer wishing to interconnect a GF with the APS Distribution or Transmission System and not subject to FERC jurisdiction must do the following:

- 1) Complete the appropriate Interconnection Application (refer to the previous page). If Appendix B for Static Inverter installations or Appendix C for Rotating Machinery installations is to be completed, be sure to provide all required Supplementary Information referenced in the relevant Appendix.
- 2) Provide a copy of the AHJ Building Permit along with the Interconnection Application. If the AHJ, as a matter of policy, does not review diagrams or approve and grant permits for Generating Facilities, then provide a duly signed copy of APS' Letter-in-Lieu of Electrical Clearance for the GF. Call or email APS for the form.
- 3) Forward all required items above to APS via the contact information below.
- 4) If general liability insurance is required per Section 5 of the Interconnection Requirements manual, then proof of insurance must be provided to APS prior to the date of interconnected operation in accordance with Section 5.
- 5) If the GF aggregate nominal nameplate rating is 1 MW or greater, and the exception specified in Section 3 of the Interconnection Requirements manual does not apply, then documentation as specified in Section 3 must be provided to APS prior to the date of interconnected operation.

Once received, APS will review the documentation to determine if the design appears to be in conformance with APS' requirements. APS reserves the right to require diagrams submitted to APS to be stamped by a Professional Engineer (Electrical) registered in the State of Arizona.

APS notification that the system design appears to be in conformance with APS' Interconnection Requirements does not represent APS' approval of system's design, nor is it an assurance that the system complies with all applicable electric codes, laws, regulations and requirements applicable to its installation and operation. APS requires re-submittal of approved Interconnection drawings if they are revised prior to the in-service date or if APS requests a revised set.

Note that the APS Interconnection Inspection is in addition to, not in lieu of, an AHJ inspection.

It is important that GF not be interconnected or operated in parallel with APS' grid until APS has inspected the system and issues written notification that the system is in compliance with APS' requirements.

If you have any questions please call 602-371-6160 for assistance.

Please submit all documentation electronically in .pdf format to:
Commercial-Renewables@aps.com

Include Customer name in subject line of email.

APPENDIX B

INTERCONNECTION APPLICATION FOR STATIC INVERTERS ONLY

For APS
Use

| | |
|-----------------------------------|--|
| APS Reservation # (if applicable) | |
| APS Installation # | |

CUSTOMER OF RECORD INFORMATION

APS Customer Account Holders Name(s): Gila County

Customer Contact Person's Name: Diana Jones

Telephone (day): (928) 402-8516 E-mail: djones@co.gila.az.us

Generating Facility Address: 1400 E. Ash St.
Globe, AZ 85501

Customer Contact Mailing Address: 1400 E. Ash St.
Globe, AZ 85501

APS Account Number: 747101288 APS Meter #: 765226

Is there an existing Generator interconnected behind this meter? (Yes or No): YES

If Yes, please provide kW size and type of existing Generator: _____

Is there an existing Generator connected behind a different meter at this site? (Yes or No): NO

If Yes, please provide kW size and type of existing Generator: 551kW (Caterpillar model # 3412)

Is this GF being interconnected behind a sub-meter constituting a Totalized Metering arrangement?

(Yes or No): NO If Yes, provide the APS sub-meter # feeding the GF: _____

APPENDIX B: INTERCONNECTION APPLICATION FOR STATIC INVERTERS (cont'd)

STATIC INVERTER INFORMATION

- A. Manufacturer: PV Powered Model #: PVP100
- B. Inverter nameplate continuous AC power output rating [kW] 100 kW
 No. of Units: 2 Total System Nameplate AC rating [kW]: 200 kW
- C. Tested and Certified to UL1741? (Yes or No): YES
 If No, explain: _____
- D. Energy Source (photovoltaic, thermal solar, wind, etc.): Photovoltaic
- E. Prime Mover for Thermal Solar (concentrating dish, solar trough, with Sterling Engine, etc): _____

PHOTOVOLTAIC SYSTEM INFORMATION - complete only for photovoltaic systems

- A. PV Module Manufacturer: Yingli Model #: YL280P-35B # of Modules 732
- B. Utility Disconnect Switch Manufacturer: Boltswitch Model #: EL427N
- C. If one or more dedicated (analog) metering phone line(s) are required by the applicable APS incentive program or rate schedule, verify that any such phone line will be a Tele-metering Data Circuit (VG36, Class B, Type 3, Full Duplex, Data Circuit with sealing current, 1200 Baud), and shall be capable of accepting Pass Modem Tones.
 (Yes or No): N/A If No, explain: _____

PROPOSED OPERATION

- A. Specify whether the inverter will be programmed to operate in parallel with the utility or in backup ("battery charger") mode only:
YES Parallel mode
 _____ Backup mode
- B. If the inverter will operate in parallel with the utility, specify which one of the following options you desire (refer to Section 10):
YES Net metering in accordance with the EPR-6 rate
 _____ Partial Requirements Service under the E-56 R rate (Solar, > 100 kW)
 _____ Partial Requirements Service under the E-56 R rate (Non Solar, > 100 kW)
 _____ Sell excess energy to APS in accordance with the EPR-2 rate (\leq 100kW)
 _____ None of the above. Specify: _____

- C. Provide the anticipated project in-service date: 11/15/2012
- D. Is an electrical permit and/or inspection required by the Authority Having Jurisdiction?
(Yes or No): YES If No, explain: _____
- E. Is access by APS personnel to the Utility Disconnect Switch, electric service entrance, and any utility-required inverter metering in any way restricted or impeded (e.g. fences, locks, gates, walls, animals, etc.)?
(Yes or No): YES If Yes, explain how APS will have 24/7 unrestricted access: APS will have it's own lock to access any enclosed areas containing the Utility Disconnect Switch, electrical service entrance, etc.
- F. If the GF aggregate generation nominal nameplate AC rating is 1MW or greater, and the GF is not installed in a Behind the Meter application, is documentation (including FERC Form 556) confirming the GF has achieved QF status included with this Interconnection Application? (Refer to Section 3 of the APS Interconnection Requirements manual)
(Yes or No): N/A If No, explain: _____
- G. If the GF aggregate generation nominal nameplate AC rating is 1 MW or greater, and the GF is installed in a Behind the Meter application, does Customer warrant that, to the best of Customer's knowledge, even when considering the expected degradation of the GF's power rating over its expected life and future potential increased electrical load needs of the Customer, the GF is not expected to produce more energy over the 12 month period between January 1 and December 31 of any given year than what the Customer consumes behind the APS bi-directional billing meter.
(Yes or No): N/A If No, explain _____
- H. Is general liability insurance required per Section 5 of the Interconnect Requirements manual?
(Yes or No): NO If Yes, explain when proof of such insurance will be provided to APS: _____

APPENDIX B: INTERCONNECTION APPLICATION FOR STATIC INVERTERS (cont'd)

IMPORTANT NOTE:

APS requires disclosure about the transaction that the Customer is undertaking with the installation of the interconnected GF on its premises. Will customer own and operate the GF; or is it hosting a third party-owned GF on its property; or does it plan to lease the GF to another party that will operate it; or does it plan to transfer ownership to a financial institution that will own it and lease it back to the Customer; or contract with a third-party operator that will conduct operation and maintenance of the GF, including the interconnection with the APS system? This disclosure is necessary because it is APS' policy to identify each party, other than the Customer, that may control or have the right to control the GF and its interconnection with the APS grid, in order that they sign a required acknowledgement that obligates them to comply with the terms and conditions of the Interconnection Agreement.

Please provide a reasonably detailed explanation of the transaction you are contemplating by answering the questions below, so that the required adjustments can be made in the Interconnection Agreement and its Appendices. Add an additional sheet if necessary to explain the details of your transaction.

SYSTEM OWNER

If the GF is owned by a person or entity, including Customer's grantee or lessee, other than the Customer, complete the following:

Name: Aaron van Boer Company: Tioga Solar Gila LLC
Mailing Address: 123 Mission St, 9th Floor
San Francisco, CA 94105
Phone: (415) 625-0715 E-mail: avanboer@tiogaenergy.com

SYSTEM LESSEE

If the GF is not owned by the Customer, but is instead leased, identify the lessee and the lessor:

Lessee:

Name: N/A Company: _____
Mailing Address: _____

Phone: _____ E-mail: _____

Lessor:

Name: N/A Company: _____
Mailing Address: _____

Phone: _____ E-mail: _____

APPENDIX B: INTERCONNECTION APPLICATION FOR STATIC INVERTERS (cont'd)

SYSTEM OPERATOR

If the GF is to be operated and/or maintained by a person or entity other than the Customer, including the System Owner or Lessee, complete the following:

Name: Aaron van Boer Company: Tioga Energy, Inc.
Mailing Address: 123 Mission St, 9th Floor
San Francisco, CA 94105
Phone: (415) 625-0715 E-mail: avanboer@tiogaenergy.com

PROPERTY OWNER

If the Customer does not own the property upon which the GF is located, please complete the following:

Name: Diana Jones Company: Gila County
Mailing Address: 1400 E. Ash St.
Globe, AZ 85501
Phone: (928) 402-8516 E-mail: djones@co.gila.az.us

LANDLORD

If the Customer is a tenant upon the property at which the GF is located, please provide the following information on the landlord:

Name: N/A Company: _____
Mailing Address: _____

Phone: _____ E-mail: _____

INTERCONNECTION PROCESS PRIMARY CONTACT INFORMATION

If the Primary Contact for coordinating the interconnection process is a person or entity other than the Customer, complete the following:

Name: Aaron van Boer Company: Tioga Energy, Inc.
Mailing Address: 123 Mission St, 9th Floor
San Francisco, CA 94105
Phone: (415) 625-0715 E-mail: avanboer@tiogaenergy.com

APPENDIX B: INTERCONNECTION APPLICATION FOR STATIC INVERTERS (cont'd)

INSTALLER INFORMATION

If the installer is not the Primary Contact for the interconnection process, complete the following:

Name: Greg Patzer Company: Kitchell Contractors of Arizona
Mailing Address: 1707 E. Highland Ave.
Phoenix, AZ 85016
Phone: (602) 222-5300 E-mail: gpater@kitchell.com

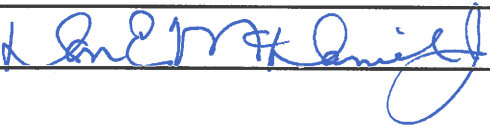
SYSTEM DESIGN OR ENGINEERING FIRM INFORMATION

If the system is being designed by an entity or person other than the installer, please complete the following:

Name: Greg Patzer Company: Kitchell Contractors of Arizona
Mailing Address: 1707 E. Highland Ave.
Phoenix, AZ 85016
Phone: (602) 222-5300 E-mail: gpater@kitchell.com

CUSTOMER CERTIFICATION

This Application is complete and accurate to the best of my knowledge, and as the APS Customer of Record, I hereby grant APS permission to coordinate the interconnection process with the person or entity specified above, if completed.

Name: Don E. McDaniel Jr.
Signature:  Date: 9/10/12

APPENDIX B: INTERCONNECTION APPLICATION FOR STATIC INVERTERS (cont'd)**SUPPLEMENTARY INFORMATION**

Diagrams specified below must be submitted along with a copy of the Building Permit issued by the AHJ for non-residential Static Inverter based systems with an aggregate generator nominal AC nameplate rating of less than 1 MW and interconnecting at less than 12 kV, and are to be submitted in pdf format for all projects. Refer to Section 11.8 of the Interconnection Requirements manual for additional information. APS will not accept any copyrighted, proprietary or confidential drawings. These must be site specific regarding the information requested below, without extraneous information and must be prepared for APS' use. All diagrams are to be professionally drawn, using only black print on white paper; and are not to be in color or shaded. Free hand drawn, faxed diagrams and drawings that are otherwise difficult to read will not be accepted by APS. All diagrams must include the project name and street address and include any updated diagram revision numbers and dates.

APS has prepared several sample diagram sets that indicate the general layout, the level of detail, the necessary information, and the quality required by APS for typical inverter-based systems. These diagrams are located at: www.aps.com/dg

Standard industry electrical symbols shall be used on the diagrams, and the required size for drawings is 11"x17".

(a) Electrical One-Line Diagram: Note (1)

Diagram(s) must show all generation sources (e.g. photovoltaic panels, wind generator, etc.) and any associated DC electrical components, inverter(s), any combiner panels, metering, Utility Disconnect Switch, as well as the electric service entrance. In addition, the utility meter, connection points of facility loads, and all other associated electrical components must be shown including any required dedicated metering phone lines, transfer trip communication path(s) along with the associated relaying and trip circuits, and any APS required Remote Terminal Unit (RTU) with associated communication channels and trip/block close/close permissive circuitry. The electrical ratings of the wire and equipment including all backfed breakers or fuses and any subpanels, including any required dedicated metering phone lines must be indicated.

(b) Electrical Three-Line Diagram: Note (2)

Diagram(s) must show detailed phase wiring of all electrical equipment as specified in the Electrical One-Line Diagram, as well as all neutral, equipment ground and grounding electrode equipment (G.E.C.) conductors and connections.

(c) Plant Location Diagram: Note (3)

Diagram must show major cross streets and location of facility. Include a North arrow.

(d) Site Plan:

Diagram must clearly show the major GF equipment individual components and their locations, including the electric service entrance section and utility meter, location of the inverter(s), Utility Disconnect Switch and any lock-boxes, etc. Include building structure location and any walls, fences and gates etc, to clearly indicate unobstructed access to APS equipment, including any required special metering and the Utility Disconnect Switch. Include a North arrow.

Note 1: An Electrical One-Line Diagram is not required for single inverter-based residential systems under 12 kW other than a battery backup based system.

Note 2: A Three-Line Diagram is required for residential inverter-based systems that meet any of the following criteria:

- (a) The AC nominal nameplate output rating of the inverter(s) is greater than 12 kW.**
- (b) The system consists of more than one inverter.**
- (c) The system backfeeds a breaker located in subpanel rather than one located in the SES.**
- (d) The system is connected as a supply side tap.**
- (e) The installation is an expansion or addition to an existing system operating in parallel with APS' system.**
- (f) The installation is a battery backup type inverter system.**

Note 3: A Plant Location Diagram will not be required for residential systems.

APPENDIX C

INTERCONNECTION APPLICATION FOR ROTATING MACHINERY ONLY

For APS
Use

| | |
|-----------------------------------|--|
| APS Reservation # (if applicable) | |
| APS Installation # | |

CUSTOMER OF RECORD INFORMATION

APS Customer Account Holders Name(s): _____

Customer Contact Person's Name: _____

Telephone (day): _____ E-mail: _____

Generating Facility Address: _____

Customer Contact Mailing Address: _____

APS Account Number: _____ APS Meter #: _____

Is there an existing Generator interconnected behind this meter? (Yes or No): _____

If Yes, please provide kW size and type of existing Generator: _____

Is there an existing Generator connected behind a different meter at this site? (Yes or No): _____

If Yes, please provide kW size and type of existing Generator: _____

Is this GF being interconnected behind a sub-meter constituting a Totalized Metering arrangement?

(Yes or No): _____ If Yes, provide the APS sub-meter # feeding the GF: _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

GENERATOR INFORMATION

A. Manufacturer: _____ Model #: _____

B. Generator Type (Synchronous, Induction): _____

C. Generator Nameplate Rating:

Voltage: _____ Single or Three Phases: _____

Power Factor: _____ Continuous Power kW: _____

No. of Units: _____ Total System kW: _____

D. Generator Electrical Characteristics (on the machine base, for above 50 kW):

Synchronous Reactance (X_d): _____

Transient Reactance (X'_d): _____

Subtransient Reactance (X''_d): _____

Stator Resistance (R_a): _____

Zero Sequence Reactance (X_0): _____

Zero Sequence Resistance (R_0): _____

Negative Sequence Reactance (X_2): _____

Negative Sequence Resistance (R_2): _____

E. Generator Neutral Grounding (for above 300 kW):

Specify whether the generator neutral will be solidly grounded or grounded through a neutral resistor:

If grounded through a neutral resistor, specify the resistance: _____

PRIME MOVER

A. Manufacturer: _____ Model #: _____

B. Fuel Source (Natural Gas, Landfill Gas, etc.): _____

C. Is useful heat recovered from the prime mover (Yes or No): _____

D. Will the installation be certified as a Qualifying Facility (QF) (Yes or No): _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

INTERFACE EQUIPMENT AND PROTECTIVE RELAY INFORMATION

(Complete all applicable items; attach a separate sheet if necessary).

A. Synchronizer for Synchronous Generator:

Manufacturer: _____ Model #: _____

Automatic or Manual Synchronizer: _____

B. Manufacturer's name and model number for each protective device (Refer to section 8):

C. Proposed settings (trip setpoint and time) for each protective device (Refer to section 8):

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

PROPOSED OPERATION

A. Specify the mode in which the Generator will operate:

_____ Continuous Parallel

_____ Smooth Parallel Transition (normally 5-15 seconds)

_____ Momentary Parallel Transition (normally <10 cycles)

B. If the Generator will operate in continuous parallel with the utility, specify which one of the following options you desire:

_____ Net metering in accordance with the EPR-6 rate

_____ Partial Requirements Service under the E-56 R rate (Solar, > 100 kW)

_____ Partial Requirements Service under the E-56 R rate (Non Solar, > 100 kW)

_____ Sell excess energy to APS in accordance with the EPR-2 rate (\leq 100kW)

_____ None of the above. Specify: _____

C. Provide the anticipated project in-service date: _____

D. Is an electrical permit and/or inspection required by the Authority Having Jurisdiction?

(Yes or No): _____ If No, explain: _____

E. Is access by APS personnel to the Utility Disconnect Switch, electric service entrance, and any utility-required generation metering in any way restricted or impeded (fences, locks, gates, walls, animals, etc.)?

(Yes or No): _____ If Yes, explain how APS will have 24/7 unrestricted access _____

F. If the GF (other than Backup Generation) aggregate generation nominal nameplate AC rating is 1 MW or greater, and the GF is not installed in a Behind the meter application, is documentation (including FERC Form 556) confirming the GF has achieved QF status included with this Interconnection Application? (Refer to Section 3 of the APS Interconnection Requirements manual.

(Yes or No): _____ If No, explain: _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

- G. If the GF aggregate generation nominal nameplate AC rating is 1 MW or greater, and the GF is installed in a Behind the Meter application, does Customer warrant that, to the best of Customer's knowledge, even when considering the expected degradation of the GF's power rating over its expected life and future potential increased electrical load needs of the Customer, the GF is not expected to produce more energy over the 12 month period between January 1 and December 31 of any given year than what the Customer consumes behind the APS bi-directional billing meter.

(Yes or No): _____ If No, explain _____

- H. Is general liability insurance required per Section 5 of the Interconnect Requirements manual?

(Yes or No): _____ If Yes, explain when proof of such insurance will be provided to APS: _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

IMPORTANT NOTE:

APS requires disclosure about the transaction that the Customer is undertaking with the installation of the interconnected GF on its premises. Will customer own and operate the GF; or is it hosting a third party-owned GF on its property; or does it plan to lease the GF to another party that will operate it; or does it plan to transfer ownership to a financial institution that will own it and lease it back to the Customer; or contract with a third-party operator that will conduct operation and maintenance of the GF, including the interconnection with the APS system? This disclosure is necessary because it is APS' policy to identify each party, other than the Customer, that may control or have the right to control the GF and its interconnection with the APS grid, in order that they sign a required acknowledgement that obligates them to comply with the terms and conditions of the Interconnection Agreement.

Please provide a reasonably detailed explanation of the transaction you are contemplating by answering the questions below, so that the required adjustments can be made in the Interconnection Agreement and its Appendices. Add an additional sheet if necessary to explain the details of your transaction.

SYSTEM OWNER

If the GF is owned by a person or entity, including Customer's grantee or lessee, other than the Customer, complete the following:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

SYSTEM LESSEE

If the GF is not owned by the Customer, but is instead leased, identify the lessee and the lessor:

Lessee:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

Lessor:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

SYSTEM OPERATOR

If the GF is to be operated and/or maintained by a person or entity other than the Customer, including the System Owner or Lessee, complete the following:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

PROPERTY OWNER

If the Customer does not own the property upon which the GF is located, please complete the following:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

LANDLORD

If the Customer is a tenant upon the property at which the GF is located, please provide the following information on the landlord:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

INTERCONNECTION PROCESS CONTACT INFORMATION

If the primary contact for interconnection process is to be coordinated by someone other than the Customer, complete the following:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

INSTALLER INFORMATION

If the installer is not the primary contact for interconnection process, complete the following:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

SYSTEM DESIGN OR ENGINEERING FIRM INFORMATION

If the system is being designed by an entity or person other than the installer, please complete the following:

Name: _____ Company: _____

Mailing Address: _____

Phone: _____ E-mail: _____

CUSTOMER CERTIFICATION

This Application is complete and accurate to the best of my knowledge, and I hereby grant APS permission to coordinate the interconnection process with the person or entity specified above, if completed.

APS Customer Name: _____

Signature: _____ Date: _____

APPENDIX C: INTERCONNECTION APPLICATION FOR ROTATING MACHINERY (cont'd)

SUPPLEMENTARY INFORMATION

Diagrams and information specified below are to be specifically prepared for APS' use, and to be submitted in pdf format for all rotating machinery based projects. APS will not accept any copyrighted, proprietary, confidential or "construction" drawings. These must be site specific regarding the information requested below, without extraneous information. All diagrams are to be professionally drawn, using only black print on white paper, and are not to be color or shaded. Free hand drawn, photocopies and faxed diagrams will not be accepted by APS. All diagrams must include the project name and street address as well as updated diagram revision numbers and dates.

Standard industry accepted electrical symbols shall be used on the diagrams. The required size for all drawings is 11"x17".

(a) Electrical One-Line Diagram:

Diagram(s) must show generators and all major associated electrical components including protective relaying and associated trip paths, any interlocks and control functions, as well as the electric service entrance, utility meter, connection points of facility loads, any transformers, generator metering, and Utility Disconnect Switch including any required dedicated metering phone lines, transfer trip communication path(s) along with the associated relaying and trip circuits, and any APS required Remote Terminal Unit (RTU) with associated communication channels and trip/block close/close permissive circuitry. Any interlocks or permissive functions and / or control paths shall be clearly indicated on the drawing (e.g. as dashed lines). The electrical ratings of the equipment shall be shown.

(b) AC & DC Control Schematics:

Diagram(s) must show the detailed phase wiring of all electrical equipment as specified above for the Electrical One-Line Diagram, including protective relaying, associated instrument transformers, breaker control circuitry, and additional control schemes. Include control power source and all associated AC and DC connections.

(c) Plant Location Diagram:

Diagram must show major cross streets and location of facility. Include a North arrow.

(d) Site Plan:

Diagram must clearly show the individual major GF equipment components and their locations, including the electric service entrance section and utility meter, location of generator(s), interface equipment, Utility Disconnect Switch and location of any lock-boxes, etc. Include building structure location and any walls, fences and gates etc, to clearly indicate unobstructed access to APS equipment including any required special metering and the Utility Disconnect Switch. Include a North arrow.

(e) Relay Setting Sheet(s):

Setting sheet(s) for the APS-required minimum protective relay functions must show the trip setpoints and times. Settings may be provided after the initial APS review, once the final system configuration has been determined.

(f) Sequence of Operations:

Following a preliminary review of the Interconnection Application and associated diagrams, APS may, in certain instances, require the Customer to further submit a description of any sequence of operations or other operational controls of a particular system or control scheme.

APPENDIX D – ADDITIONAL REQUIREMENTS FOR GF WITH AGGREGATE AC GENERATION \geq 1 MW

The requirements outlined in this Appendix apply to any Generating Facility that is nominally rated to generate 1 MW or more and is interconnected with the APS System for continuous parallel operation. These requirements are in addition to and supplement the requirements and specifications outlined in Section 8 of this document. APS will identify the actual requirements, and the optimum method of implementing these as part of the Interconnection Study (refer to Section 8.1.3). APS can also assist the Customer during the preliminary stages of the project to implement the identified requirements into the Customer's design drawings.

Note that this Appendix applies to generation of 1 MW or more interconnected behind any single APS metered point of electric service delivery, and up to 1 MW will normally be allowed to be connected behind such a metered point without having to implement the requirements outlined in this Appendix D.

1. Transfer Trip

- a. A Transfer Trip scheme will normally comprise a relay located at the APS substation feeder breaker which communicates via fiber optic cable with a relay located at the GF along with associated control circuits. Whenever the APS substation breaker opens, a trip signal is sent to the GF to automatically trip the generation off line.

If the GF is fed from a Dedicated Feeder, and it is determined during the interconnection review process that a transfer trip scheme is needed, APS will require the Customer to install a relay and communication link that interfaces with the APS substation relay. In lieu of a transfer trip scheme, it may be acceptable, as determined by APS, to install a Hot-Bus/Dead-Line permissive scheme at the substation for static inverter based systems.

- b. In the event that a Transfer Trip is required, Customer will need to install and maintain a Schweitzer SEL 351-7 relay for transfer trip control of the Generator breaker along with the associated instrumentation transformers and circuitry. APS will install, at Customer's expense, a SEL 351-7 relay at the APS substation.

In accordance with the APS ESRM, APS will provide Customer with the overcurrent relay settings (50, 50N, 51, and 51N) for the SEL 351-7 relay located at the GF for coordination with the SEL 351-7 relay at the APS substation. Additionally, Customer will activate device functions 27 (Undervoltage), 59 (Overvoltage), and 81 O/U (Over/Under Frequency) in the SEL 351-7 relay located at the GF. Trip settings for these functions will be in accordance with the APS Interconnection Requirements. Customer will submit settings for APS review and approval.

2. Remote Trip

- a. A Remote Trip is a manual trip signal issued by the APS Control Center to trip the generation off line and isolate it from the APS Distribution System. This signal will normally be communicated via fiber optic cable originating at the APS substation or communicated via a VG36 leased telephone line provided by the local telephone company. It will generally trip the generator breaker(s) via a Customer installed breaker control circuit. Any GF that is 1 MW or greater shall be equipped for Remote Trip capability.

The Remote Trip function will be accomplished via a Remote Terminal Unit (RTU) provided by APS at Customer's expense and installed by Customer at Customer's Facility.

- b. For a GF comprising static inverters located on a non-dedicated feeder, should APS need to switch the section of the normal feeder on which the GF is located, to another feeder for line/breaker maintenance, feeder sectionalizing/switching, and/or load transfer operations, APS reserves the right, without liability, to remotely trip the GF off-line for the duration of any such operation. If adverse operating conditions occur on the APS system due to the GF, APS reserves the right to open the Generator breaker without notice until such conditions are addressed. Additionally Customer will assume full responsibility for the inverters shutting down in accordance with UL1741/IEEE1547 in the event of a utility outage or system fault.

3. Remote Monitoring

- a. Any GF rated at 1MW or greater shall be equipped for remote monitoring by the APS Control Center. APS will install, at Customer's expense, a bi-directional EMS meter (in addition to the billing meter) along with communication wiring in the SES incoming metering section to provide instantaneous Watts, VARS, Volts and cumulative kWh readings to the RTU. For all installations, Customer must provide two meter sockets and two sets of test switches at the SES metering compartment in accordance with the APS ESRM – one set for the EMS meter and the other for the billing meter. APS may elect to install, on a temporary basis, and at APS' expense, transducers in lieu of the EMS meter, in the event such meter is not available at the time of the GF start-up. Once the EMS meter becomes available, APS will coordinate with Customer to install it and remove the transducers.
- b. In the event that a meter is required to be installed to monitor the Generator output, Customer will provide a metering section in accordance with the APS ESRM. APS will install, at Customer's expense, an EMS meter along with communication wiring in the metering section to provide instantaneous Watts, VARS, Volts and cumulative kWh readings to the RTU.
- c. Customer will provide hard-wired open/close contact (b contact) status points and control wiring to the RTU for any breaker with Remote Control capability by APS so that APS can monitor the status of this breaker remotely.

4. Technical Details

- a. At Customer's expense, APS will provide, operate and maintain an RTU. Customer shall install the RTU enclosure as provided by APS, and APS will install and program the RTU. Customer shall provide a 120 VAC, 15 Amp (minimum) power supply to the RTU, and shall install 2" rigid metallic conduits for all required circuits associated with the RTU. The 120VAC/15A circuit must be from a dedicated feed upstream from the Generator breaker, so it remains energized in the event the Generator breaker is open. The RTU and associated equipment installed at the GF must be accessible by APS personnel on an unrestricted 24 hour basis.
- b. The RTU will be housed in an enclosure along with an appropriate communication device (e.g. fiber converter, or modem as specified by APS), and battery back-up system. The RTU enclosure typically measures 36"X30"X10", and is a Nema 3R outdoor rated cabinet. Additional RTUs may be required if a single RTU cannot be located in the immediate vicinity of the SES and any required metering on the generation output. The top of the RTU cabinet shall not exceed more than 6' from final grade.
- c. The Customer is responsible for securing a communication path back to the APS communication system (e.g. fiber optic back to APS Substation or VG36 leased line via the local telephone company). Any VG36 leased line shall be a Class B, Type 3, Full Duplex Data Circuit with sealing current, 1200 Baud. Customer shall provide a leased data quality VG36 phone line from the RTU through the Telco Point of Presence (POP) network to APS designated location.
- d. Customer will provide, install and maintain Generator breaker control circuitry ("Breaker Control Scheme") that will accept two remotely initiated control functions from the APS EMS system through the APS RTU (for each generation breaker).

- (1) Trip Function: Contacts will close momentarily when APS issues a trip command through the RTU.

If a Local/Remote control switch is installed at the Generator breaker, the APS remote trip control circuit must not be impeded. APS must be able to remotely trip the Generator breaker open regardless of the position of the Local/Remote control switch.

The trip function contacts within the APS RTU are "dry" (not powered). Maximum ratings for the contacts on the trip relay in the APS RTU are as follows:

- 10A, 120VAC
- 3A, 125 VDC
- 10A, 28VDC

- (2) Block Close / Close Permissive Function: Contacts will latch in the open position when APS issues a block close command. Contacts will latch in the closed position when APS removes the block close, i.e. issues a close permissive.

The generator breaker control logic will allow the Customer to operate associated breaker, however it will be necessary for APS to first enable the close permissive to allow the Customer to close the breaker.

The block close function contacts within the APS RTU are “dry” (not powered). Maximum ratings for the contacts on the block close relay in the APS RTU are as follows:

- 10A, 120VAC
- 0.5A, 125 VDC
- 10A, 28VDC

Customer is responsible for providing an interposing relay and any associated power source if needed to ensure that the APS RTU contact ratings are not exceeded.

Depending on the GF system configuration, these functions may be applied to either individual Generator breaker(s) within the Customer gear, or to a single main Generator breaker for the GF in order to isolate the Generator(s) from the APS System.

Note that APS will provide a “wetting” voltage of 24 VDC for the Customer generation breaker status contacts.

APS will require an AC/DC schematic diagram for the Breaker Control Scheme as part of the final interconnection diagram submittal showing the terminal connections and sequence of operations of the Trip and Block Close/Close Permissive functions.

- e. APS can provide upon request sample diagrams showing typical RTU/Communication requirements. These requirements must be incorporated on the final Electrical One-Line Diagram required for APS interconnection review. Please note for initial review, the RTU/Communication requirements are not required.
- f. Customer shall include an Uninterruptable Power Supply (UPS) for any required Breaker Control Scheme and any SEL 351-7 relay to be operational if the normal power source should fail. The UPS shall be capable of supplying backup power for at least six continuous hours. Customer will perform periodic maintenance on the UPS batteries to ensure that it remains in operational condition at all times. Documentation shall be provided that the UPS has been tested and is operational as part of the APS final inspection.

5. Project Details

- a. Circuit requirements are dependent on generation size and all system additions and system improvements to meet the needs of the Customer for its DG installation. Any additions/improvements to the APS system as a result of the DG installation will be expensed to the Customer. A cost summary will be provided to the customer as part of the Interconnection Study.

- b. Please be advised that the materials required for the RTU and specialized metering are long lead time items that can take as long as 4 months to receive. Please note that APS cannot allow the Customer to place the Generating Facility (GF) on-line until after all APS and Customer required work outlined in the Interconnection Study has been completed in addition to all applicable requirements being implemented as delineated in the APS Interconnection Requirements Manual. The customer is advised to communicate need dates to APS as soon as practically possible so as to avoid project delays.
- c. A communication shelter may be required (specifically for APS owned projects) to house the Supervisory Control and Data Acquisition (SCADA), communication, and any security equipment. At the Customer's option, a second service can be provided at the applicable retail rate and system voltage for the communication shelter electrical service. In such cases, APS will coordinate the RTU and associated communication equipment arrangement and installation details with the Customer. The communication shelter will be provided and installed by the Customer. All conduits, wiring, and components related to the SCADA, communication, and any security system shall be installed prior to final commissioning. It is suggested that if a communication shelter is required that ample time be allotted for ordering, delivering, and installation of the communication shelter and associated equipment.

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SERVICE AGREEMENT NO. 091012
REPLACE PRESSURE REGULATOR-GLOBE GILA COUNTY JAIL

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the County, and **Earthquest Plumbing, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Engineer.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee. All work must be performed in conformance with industry standards and best practices.

Scope of Work:

Contractor will provide material and labor for the replacement of the non-functional pressure regulator. To regulate the water pressure at the jail, as the current regulator is not working properly.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 – INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

| | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the

applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7- ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. § 35-393.06(B) and 35-301.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent Contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13- TERM: Contract shall be effective date signed by the County Manager and expires July 31, 2012.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$ 5,372.54 for completion of the project outlined in the scope of services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number

- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

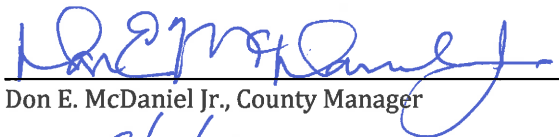
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the Contractor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

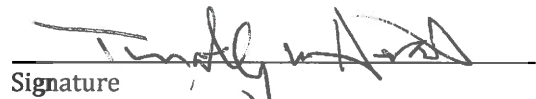
IN WITNESS WHEREOF, Service Agreement No. 091012 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


Don E. McDaniel Jr., County Manager

Date: 9/12/12

EARTHQUEST PLUMBING, INC.


Signature

Timothy W. Haas
Print Name

Date: 9/25/12

APPROVED AS TO FORM

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney



**GILA
COUNTY**

CONTRACT REQUEST

For departments requesting that a contract be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Contract No.:

091012

(For Procurement Use Only)

Requesting Department: Facilities Management

Date: 9-7-12

Contract Title: Pressure Regulator for Globe Sheriff's Office

Contract Start Date: _____

Contract End Date: _____

Company Title or Vendor Name: Earthquest Plumbing Inc.

Contact Name: Tim Haas

E-mail: _____

Address – Street: PO Box 539

Phone: 928-425-2111

City: Globe

State, Zip: AZ, 85502

Contract Amount \$ 5,372.54

(If there are multiple fees & projects involved please provide)

Project No.: _____

Fund: 1005/
6880

Dept: 300/
341

Program: 442/
102

Location: 000/
000

Account: 4130.40.FM.0501
\$2,686.21 each

(If there are multiple funds please include all)

STATEMENT OF PURPOSE AND NEED

This is to regulate the water pressure at the jail. The current regulator is not working properly and needs to be replaced.

SCOPE OF SERVICE/WORK

Please provide a detailed description of the scope of work/service to be included in the body of the contract. Including special terms/conditions and fee schedule. It is the responsibility of the requesting department to verify all specific information needed in the contract scope of service and specifications are provided below or attached to this form.

Remove existing regulator and replace with new regulator.

Nicole Kavanagh

4368

Individual Requesting: _____

Extension: _____

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501

Estimate

| Date | Estimate # |
|----------|------------|
| 9/2/2012 | 181 |

| Name / Address |
|---|
| GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501 |

| | | | Project |
|---|-----|----------|---------------|
| | | | Maint. / Jail |
| Description | Qty | Cost | Total |
| ESTIMATE TO REPLACE PRESSURE REGULATOR 4". Plumber labor- REMOVE EXISTING AND REPLACE WITH NEW. | 4 | 65.00 | 260.00 |
| laborer- S/A/A | 4 | 65.00 | 260.00 |
| 4" PRESSURE REG., COPPER FITTINGS. | 1 | 4,427.50 | 4,427.50T |
| WATER SERVICE WILL NEED TO BE SHUT DOWN FOR COMPLEX AND WORK TO BE DONE AFTER HOURS. | | | |
| Subtotal | | | \$4,947.50 |
| Sales Tax (9.6%) | | | \$425.04 |
| Total | | | \$5,372.54 |

DJ's Companies, Inc.
PO Box 1810 Claypool, AZ 85532

Phone (928) 425-0602
Fax (928) 425-0332

Licensed ♦ Bonded ♦ Insured
Residential ♦ Industrial ♦ Commercial

September 4, 2012

**Gila County Sheriff's Office
1100 South Street
Globe, Arizona 85502**

ATTN: Bob Hickman

Subject: Installation of new 4" pressure regulator at Gila County Jail

To remove and replace the 4" pressure regulator, including all parts and labor.

Estimated time to complete work: 6 – 7 hours. All work will have to be performed in the evening.

TOTAL: \$7,604.00, including all taxes

Respectfully Submitted 
Per DJ's Companies, Inc.



JONOVICH COMPANIES, INC.

501 S. BROAD ST.
GLOBE, AZ 85501

(928) 425-8300
FAX (928) 425-5553

September 04, 2012

Mr. Robert Hickman
Gila County Jail
1100 S. 7th Street
Globe, Arizona 85501
(928) 425-7853 P
(928) 425-2737 F
(928) 200-1643 C
Rhickman@co.gila.az.us

Subject: Furnish and install (PRV) Pressure Reducing Valve Gila County Jail

Mr. Hickman,

The following is a proposal to furnish and install (PRV) Pressure Reducing Valve. Proposal includes labor, parts and material.

Bid Price: \$5,600.00
Sales Tax: \$ 276.64
Total Price: \$5,876.64

Exclusion: Permits and bonds

Sincerely,
Jonovich Companies Inc



Joshua Jonovich
Estimator

AZ Licenses
A General Engineering 106519
B General 106503

CA License 820362
NV License 0071775

EXECUTIVE SUMMARY FORM

Contract Name: Master Purchase Agreement

Contract No.: 10i-KMBS-0127

Statement of Purpose and Need (3-5 Sentences)

Master Purchase Agreement for a Konica Minolta Bizhub C-754 color copier for the Treasurer's Office. Copier is equipped with dual scan, stapling finisher, saddle stitcher, 2 to 3 hole punch unit, and fax kit. This copier will replace two copiers that the Treasurer's currently own and are obsolete. This purchase will save the County money by purchasing rather than leasing.

Contract Dates: 09/26/2012

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$9,664.84

Contract Information

Firm Name Konica Minolta Business Solutions Inc. Contact Person Jay Douglas
Address Dept CH 19188 Phone No. 800-862-2490 Fax No. _____
City Palatine State IL Zip Code 60055 Email jdouglas@kmbs.konicaminolta.us

Funding Information

Fund: 1005.203_4500.30

Type of Funds: ☐ Restricted
☐ Grant
☒ General Fund
☐ Other

Fund Code: _____

Project No: _____

Date Sent for Legal Review: N/A

Date Returned: _____

Special Notes & Quote Tabulations:



Mohave Educational Services Cooperative Contract 10i-KMBS-0127

Master Purchase Agreement

Check Applicable Box

☒ Purchase☐ Lease☐ Other: _____

| | | | | | |
|---|--|--|--|--|--|
| INVOICE TO Account # | | SOLD TO Account # | | SHIP TO Account # | |
| Legal Name Gila County | | Legal Name Gila County Treasurer | | Legal Name Gila County Treasurer | |
| Attn Line 1 Accounts Payable | | Attn Line 1 Debi Savage | | Attn Line 1 Chief Deputy Martha Gonzales | |
| Attn Line 2 Treasurer's Office | | Attn Line 2 (928) 402-8700 | | Attn Line 2 (928) 402-8701 | |
| Street Address PO Box 1093 | | Street Address 1400 E. Ash Street | | Street Address 1400 E. Ash Street | |
| City Globe State AZ Zip 85502 | | City Globe State AZ Zip 85501 | | City Globe State AZ Zip 85501 | |
| Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required) | | Tax Exempt # _____ | | P.O. Expiration Date _____ | |
| P.O. Required <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required) | | P.O. # _____ | | P.O. Expiration Date _____ | |
| Payment Terms: Net 30 Days | | Card Type _____ Name on Card _____ Authorized Credit Card Amount: _____ (plus applicable taxes) Credit Card # _____ Expiration Date _____ | | Check Amount _____ Check # _____ | |

Requested Delivery Date: 9/26/2012

Maintenance Contract ☒ Accepted ☐ Declined

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER | PRICE EACH | EXTENDED |
|-----|------------|---|---------------------------------|-------------|-------------|
| | | PE0825104R021712 | MESC Contract # 10i-KMBS-0127 | | |
| 1 | A2X0011 | bizhub C754 Dual Scan | | \$ 7,693.40 | \$ 7,693.40 |
| 1 | A3EPWY1 | FS-534 50-Sheet Stapling Finisher | | \$ 611.88 | \$ 611.88 |
| 1 | A3ERWY1 | SD-511 Saddle Stitcher (FS-534) | | \$ 486.24 | \$ 486.24 |
| 1 | A3ETW11 | PK-520 2/3 Hole Punch Unit (FS-534) | | \$ 171.67 | \$ 171.67 |
| 1 | A0W4WY2 | WT-506 Working Table | | \$ 29.73 | \$ 29.73 |
| 1 | 7640014724 | Innovolt Power Mgmt. (120 volt, 20 Amps.) | | \$ 105.00 | \$ 105.00 |
| 1 | A4MF011 | FK-511 Fax Kit | | \$ 416.91 | \$ 416.91 |
| 1 | 7640013463 | CS-1 Convenience Stapler | | \$ 150.00 | \$ 150.00 |
| | | | Arizona State Sales TAX @ 9.3% | \$ 898.83 | |
| | | | Total Price Including Sales Tax | \$10,563.67 | |
| 1 | A0XPWY1 | Waste Toner Box (Yield: 48K) | | | \$ - |
| 1 | 14YK | SK-602 Staples for the FS-527 (3 X 5000) | | | \$ - |
| QTY | MATERIAL # | SUPPLY - MATERIAL DESCRIPTION | | PRICE EACH | EXTENDED |
| 1 | A3VU130 | Black Toner TN613K | N/A | | |
| 1 | A3VU430 | Cyan Toner TN613C | N/A | | |
| 1 | A3VU330 | Magenta Toner TN613M | N/A | | |
| 1 | A3VU230 | Yellow Toner TN613Y | N/A | | |
| | | DELIVERY CHARGE | N/A | | |
| | | INSTALLATION CHARGE | N/A | | |

Additional Charges:

☐ Network ☐ Removal ☐ Other _____

Additional Charges

TOTAL \$ 9,664.84

(TOTAL is exclusive of applicable taxes)

Pick-Up Requested Removal Date:

| QTY | MATERIAL # | MATERIAL DESCRIPTION | SERIAL NUMBER |
|-----|------------|----------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Comments

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Don E. McDanielSignature Don E. McDaniel 9/19/12

Authorized Representative of Customer

Title County ManagerKMBS Representative Jay W. Douglas 9/10/12

Date

KMBS Manager _____

Date



KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.
3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.
4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



KONICA MINOLTA

SCHEDULE A
KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.



KONICA MINOLTA

SCHEDULE A

**KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

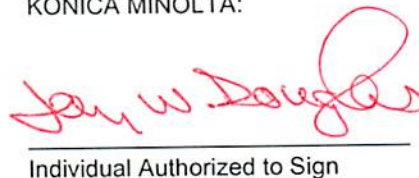
Gila County:

Gila County Manager


Don E. McDaniel, Gila County Manager

9/19/12
Date

KONICA MINOLTA:


Individual Authorized to Sign

Jay W. Douglas, Major Account Executive

9/10/2012
Date

Copier/Fax/Multifunctional Unit Prices

Mohave prices shall include delivery, installation, electrical hook-up, testing, operator training and initial supplies.

| Part Number | Unit Description | MSRP \$ | % Discoun | Mohave \$ |
|--------------------------------------|---|--------------------------|-------------------|-------------------|
| Contract Number 10i-KMBS-0127 | | | | |
| A2X0011 | bizhub C-754 | \$38,467 | 80% | \$7,693.40 |
| 7640014724 | Innovolt Power Manager 20Amp | \$225.00 | 53% | \$105.00 |
| | Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Reversing Automatic Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, Black Drum, Black Developing Unit and CMY Imaging | | | |
| | | Plus Sales Tax | 9.3% | \$898.83 |
| | | Fully AccesORIZED | TOTAL COST | \$9,664.84 |

Copier/Fax/Multifunctional Option & Accessory Prices

| Part Number | Option & Accessory Description | MSRP \$ | | Mohave \$ |
|-------------|--------------------------------|---------|--|-----------|
|-------------|--------------------------------|---------|--|-----------|

PAPER SUPPLY OPTIONS:

| | | | | |
|---------|--|------------|-----|----------|
| A0TJWY4 | LU-204 Large Capacity Unit (2,500 sheets/Letter Legal 12x18) | \$3,506.00 | 75% | \$880.42 |
| A03NWX2 | LU-301 Large Capacity Unit (3,000/Letter) | \$1,670.00 | 68% | \$538.03 |

OUTPUT OPTIONS:

| | | | | |
|---------|--|------------|-----|------------|
| A092WW1 | OT-503 Output Tray | \$118.00 | 75% | \$29.73 |
| A2Y1WY1 | FS-535 100-Sheet Stapling Finisher | \$3,171.00 | 67% | \$1,040.00 |
| A3EPWY1 | FS-534 50-Sheet Stapling Finisher | \$1,948.00 | 69% | \$611.88 |
| A2Y2WY1 | SD-512 Saddle Stitcher (FS-535) | \$1,754.00 | 63% | \$640.65 |
| A2YRW11 | PK-521 2/3 Hole Punch Unit (FS-535) | \$814.00 | 68% | \$259.00 |
| A109W12 | ZU-606 Z-Folding Unit (FS-535) | \$5,786.00 | 67% | \$1,907.57 |
| A10AWY1 | PI-505 Post Insert for FS-526 | \$1,050.00 | 67% | \$347.18 |
| A10CWY1 | JS-602 Job Separator Tray (3rd Output Tray) for FS-526 | \$526.00 | 72% | \$146.74 |
| A3ERWY1 | SD-511 Saddle Stitcher (FS-534) | \$1,523.00 | 68% | \$486.24 |
| A3ETW11 | PK-520 2/3 Hole Punch Unit (FS-534) | \$616.00 | 72% | \$171.67 |

| | | | | |
|-----------------------------------|--|------------|-----|------------|
| 7640013463 | CS-1 Convenience Stapler | \$333.00 | 55% | \$150.00 |
| PRINT CONTROLLER OPTIONS : | | | | |
| A4FRWY1 | IC-414 Fiery Image Controller | \$4,573.80 | 54% | \$2,103.22 |
| A4MGWY1 | VI-506 Video Interface Card | \$325.60 | 62% | \$123.72 |
| 7640004312 | EFI Hot Folders | \$919.00 | 59% | \$379.94 |
| 7640004313 | EFI AutoTrap | \$919.00 | 59% | \$379.94 |
| 7640004314 | ES-1000 Spectrophotometer V 2.0 | \$1,447.00 | 59% | \$592.70 |
| 7640009476 | EFI Fiery SeeSequence Impose | \$2,783.00 | 57% | \$1,187.30 |
| | EFI Fiery SeeSequence Compose | \$1,224.00 | 57% | \$522.41 |
| | EFI Fiery SeeSequence Impose+Compose Suite | \$3,339.14 | 56% | \$1,472.75 |
| 7640012657 | EFI Fiery CPS (Color Profiler Suite) V3.0 with UV ES-1000 | \$3,339.00 | 57% | \$1,424.76 |
| i-OPTION ACCESSORIES: | | | | |
| A0PD016 | LK-102 v3 i-Option License Kit (Encrypted PDF, PDF/A, Linearized | \$1,155.00 | 73% | \$306.90 |
| A0PD01H | LK-101 v3 i-Option License Kit (Web Browser) | \$56.00 | 71% | \$16.30 |
| A0PD018 | LK-105 v3 (Searchable PDF) | \$702.00 | 69% | \$215.79 |
| A4MHWY1 | UK-204 i-Option Memory Upgrade Kit | \$290 | 75% | \$71.50 |
| A0PD017 | LK-104 v3 i-Option License Kit (Voice Guidance) | \$825 | 52% | \$396.43 |
| A0PD019 | LK-106 i-Option License Kit (Bar Code Font) | \$862.00 | 52% | \$414.61 |
| A0PD01F | LK-107 i-Option License Kit (Unicode Font) | \$725.00 | 52% | \$348.45 |
| A0PD01G | LK-108 i-Option License Kit (OCR Font) | \$201.00 | 52% | \$96.46 |
| FAX/SCAN OPTIONS: | | | | |
| A4MF011 | FK-511 Fax Kit | \$1,124.00 | 63% | \$416.91 |
| 4614506 | SP-501 Fax Stamp Unit | \$51.00 | 77% | \$11.51 |
| 4614511 | Spare TX Marker Stamp 2 | \$28.00 | 76% | \$6.71 |
| | | | | |
| MISC. OPTIONS: | | | | |
| A0X9WY1 | AU-102 Biometric Authentication Unit | \$994 | 70% | \$296.41 |
| 7640005064 | AU-201H HID Proximity Card Authentication Unit | \$445 | 89% | \$46.83 |

| | | | | |
|---------------|---|------------|--------|-----------|
| 7640008394 | AU-202H iClass Card Reader | \$500 | 75% | \$125.27 |
| A4NMWY1 | MK-735 Mount Kit (IC Card Internal Mount Kit) | \$172 | 63% | \$63.63 |
| A0YCWY3 | EK-605 USB Host Board (Local Interface Kit) with Bluetooth | \$293 | 70% | \$89.12 |
| A0YCWY4 | EK-604 USB Host Board (Local Interface Kit) | \$211 | 72% | \$59.09 |
| 7640006869 | External Keyboard | \$234 | 67% | \$76.64 |
| 7640013468 | AU-204H Mag Stripe Card Reader | \$445 | 78% | \$99.99 |
| A4NRWY1 | KH-102 Keyboard Holder | \$130.00 | 70% | \$39.50 |
| 4623474 | Key Counter Mount Kit 1 for Hecon Conventional Counter | \$91.00 | 73% | \$24.94 |
| A0W4WY2 | WT-506 Working Table | \$118.00 | 75% | \$29.73 |
| 7640005261 | HID Proximity Cards - 10 pack | \$69.00 | 64% | \$24.79 |
| A4MMWY1 | SC-508 Security Kit (Copy Guard/Password Protect) | \$1,287.00 | 72% | \$361.57 |
| A48Y0Y1 | Unity Document Suite 1 Seat License | \$399.99 | 19.50% | \$ 322.00 |
| 7640008086 | Solutions Charge - Level 2 | \$25.00 | 0% | \$ 25.00 |
| vCare: | | | | |
| VCAREACT-O | vCare activation for MFPs with Konica Minolta email Address for | \$0 | | \$0.00 |
| 7640015657 | bizhub Secure (HD Security Protection) | \$375.00 | 33% | \$250.00 |

Maintenance Plans

Two Optional Maintenance Plans are offered. (CPC or FLAT RATE)

Member has the FLEXIBILITY to select either the Cost per Copy Option
or

Member may select the Flat Rate Option (which ever is the most advantageous)

FLAT RATE OPTIONS (UNLIMITED B&W COPIES) do not include Color Copies.

If applicable, color copies will be charged at the rates listed on the pricing below.

| Basis of Plan | Description (Include details as to what supplies, if any, are covered) | MSRP \$ | % Discoun | Mohave \$ |
|---------------|---|---------|-----------|-----------|
| Cost Per Copy | All Inclusive Color | \$0.090 | 69% | \$0.02815 |
| | All Inclusive Black | \$0.020 | 75% | \$0.00493 |
| | Only Pay for the copies you make | | | |
| | Service plans all inclusive | | | |
| | includes all supplies (paper excluded) | | | |

| | | | | |
|-------------------------------|-----------------------------|------------|-----|-------------------|
| Monthly - Flat Fee | Black only (color excluded) | \$369.00 | 74% | \$97.00 |
| Quarterly - Flat Fee | Black only (color excluded) | \$1,107.00 | 74% | \$291.00 |
| Semi-Annual - Flat Fee | Black only (color excluded) | \$2,214.00 | 74% | \$582.00 |
| Annual - Flat Fee | Black only (color excluded) | \$4,428.00 | 74% | \$1,164.00 |

Copier/Fax/Multifunctional Unit Prices

Mohave prices shall include delivery, installation, electrical hook-up, testing, operator training and initial supplies.

| Part Number | Unit Description | MSRP \$ | % Discoun | Mohave \$ |
|--------------------------------------|---|--------------------------|-------------------|--------------------|
| Contract Number 10i-KMBS-0127 | | | | |
| A2X0011 | bizhub C-754 | \$38,467 | 80% | \$7,693.40 |
| 7640014724 | Innovolt Power Manager 20Amp | \$225.00 | 53% | \$105.00 |
| | Includes PS, PCL & XPS Controller, 2 GB Standard Memory, Reversing Automatic Document Feeder, Duplex Unit, 250 GB HD, USB Interfaces for Scan-to-USB Thumb Drive/Print-from-USB Thumb Drive, USB Local Printing, Optional Authentication Device Connection, Service USB Firmware Updates, Black Drum, Black Developing Unit and CMY Imaging | | | |
| | | | | |
| | | Plus Sales Tax | 9.3% | \$1,078.95 |
| | | Fully AccesORIZED | TOTAL COST | \$11,601.61 |

Copier/Fax/Multifunctional Option & Accessory Prices

| Part Number | Option & Accessory Description | MSRP \$ | | Mohave \$ |
|------------------------------|--|------------|-----|------------|
| PAPER SUPPLY OPTIONS: | | | | |
| A0TJWY4 | LU-204 Large Capacity Unit (2,500 sheets/Letter Legal 12x18) | \$3,506.00 | 75% | \$880.42 |
| A03NWX2 | LU-301 Large Capacity Unit (3,000/Letter) | \$1,670.00 | 68% | \$538.03 |
| OUTPUT OPTIONS: | | | | |
| A092WW1 | OT-503 Output Tray | \$118.00 | 75% | \$29.73 |
| A2Y1WY1 | FS-535 100-Sheet Stapling Finisher | \$3,171.00 | 67% | \$1,040.00 |
| A3EPWY1 | FS-534 50-Sheet Stapling Finisher | \$1,948.00 | 69% | \$611.88 |
| A2Y2WY1 | SD-512 Saddle Stitcher (FS-535) | \$1,754.00 | 63% | \$640.65 |
| A2YRW11 | PK-521 2/3 Hole Punch Unit (FS-535) | \$814.00 | 68% | \$259.00 |
| A109W12 | ZU-606 Z-Folding Unit (FS-535) | \$5,786.00 | 67% | \$1,907.57 |
| A10AWY1 | PI-505 Post Inserter for FS-526 | \$1,050.00 | 67% | \$347.18 |
| A10CWY1 | JS-602 Job Separator Tray (3rd Output Tray) for FS-526 | \$526.00 | 72% | \$146.74 |
| A3ERWY1 | SD-511 Saddle Stitcher (FS-534) | \$1,523.00 | 68% | \$486.24 |
| A3ETW11 | PK-520 2/3 Hole Punch Unit (FS-534) | \$616.00 | 72% | \$171.67 |

| | | | | |
|----------------------------------|--|------------|-----|------------|
| 7640013463 | CS-1 Convenience Stapler | \$333.00 | 55% | \$150.00 |
| PRINT CONTROLLER OPTIONS: | | | | |
| A4FRWY1 | IC-414 Fiery Image Controller | \$4,573.80 | 54% | \$2,103.22 |
| A4MGWY1 | VI-506 Video Interface Card | \$325.60 | 62% | \$123.72 |
| 7640004312 | EFI Hot Folders | \$919.00 | 59% | \$379.94 |
| 7640004313 | EFI AutoTrap | \$919.00 | 59% | \$379.94 |
| 7640004314 | ES-1000 Spectrophotometer V 2.0 | \$1,447.00 | 59% | \$592.70 |
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| Annual - Flat Fee | Black only (color excluded) | \$4,428.00 | 74% | \$1,164.00 |

EXECUTIVE SUMMARY FORM

Contract Name: Copier Maintenance Agreement Contract No.: 10i-KMBS-0127

Statement of Purpose and Need (3-5 Sentences)

Maintenance Agreement for a Konica Minolta Bizhub C-754 copier located in the Treasurer's Office. Includes parts, labor, drum, fuser, toner and developer except paper. Does not cover misuse, abuse or negligence. Unlimited black & white copies for annual base rate at \$1,164.00 and cost per copies on color is \$0.02815 per copy. Estimated amount on color copies per month is 5,000 color copies @ \$0.02815=\$140.75.

Contract Dates: 09/26/2012 to 09/26/2017

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$2,853.00

Contract Information

Firm Name Konica Minolta Business Solutions Inc. Contact Person Jay Douglas
Address Dept CH 19188 Phone No. 800-862-2490 Fax No. _____
City Palatine State IL Zip Code 60055 Email jdouglas@kmbs.konicaminolta.us

Funding Information

Fund: 1005.203_4300.20

Type of Funds: ☐ Restricted
☐ Grant
☒ General Fund
☐ Other

Fund Code: _____

Project No: _____

Date Sent for Legal Review: N/A

Date Returned: _____

Special Notes & Quote Tabulations:



KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement**Sold To: (legal name)**Name: Gila County Account Number: _____Address Line 1: Gila County TreasurerAddress Line 2: Accounts Payable: Sylvia MartinezStreet Address: 1400 East Ash StreetCity: Globe State: AZ Zip: 85501Tax Exemption ☒ No ☐ Yes (Certificate required)PO Required ☐ No ☒ Yes (Copy required)**Ship To:**Name: Gila County Account Number: _____Address Line 1: Gila County TreasurerAddress Line 2: Martha Gonzales Chief Deputy (928) 402-8701Street Address: 1400 East Ash StreetCity: Globe State: AZ Zip: 85501

Tax Exemption Number: _____

PO Number: _____ PO Expiration Date: _____

Advantage CPC Maintenance Plan**Cost Per Copy**☒ With Supplies ☐ Without Supplies - Purchased Separately

Effective Date: _____ Installation: _____

Billing for CPC contract: ☐ Monthly ☐ Quarterly ☒ AnnuallyContract Term (Months): ☐ 12 ☐ 24 ☐ 36 ☐ 48 ☒ 60Overages billed: ☒ Monthly ☐ Quarterly ☐ Annually**Product Covered Under Contract:**

| Item | Model Description | Serial Number | Type | Start Meter Read | Monthly Min Volume | CPC | Monthly Min \$ | Overage CPC |
|------|------------------------|---------------|------|------------------|--------------------|------|----------------|------------------|
| 1 | Bizhub C-754 | | C | ZERO | ZERO | ZERO | ZERO | \$ 0.02815 |
| | | | B/W | ZERO | Unlimited | ZERO | \$ 97.00 | Unlimited |
| 2 | This account will bill | | C | | | | | |
| | | | B/W | | | | \$1,164.00 | Unlimited |
| 3 | ANNUALLY for Base | | C | | | | Annual Base | Includes Toner |
| | | | B/W | | | | | Includes Staples |
| 4 | Color billed monthly | | C | | | | | |
| | | | B/W | | | | | |
| 5 | | | C | | | | | |
| | | | B/W | | | | | |
| 6 | | | C | | | | | |
| | | | B/W | | | | | |

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: DON E. McDANIELKMBS Representative: Jay W. Douglas 9/10/12Signature: [Signature] 9/19/12

KMBS Manager: _____ Date: _____

Title: COUNTY MANAGER

Date: _____

FOR INTERNAL USE
☐ New Customer ☒ Maintenance w/ Equipment Order ☐ Maintenance Only ☐ Maintenance Billed by KMBS ☐ Maintenance Billed by Lease Company ☐ Dealer Serviced
PE #: 825104-R072711 Agreement #: 40038415 Customer Code 1: _____Promotion #: _____ Price Plan #: 10i-KMBS-0127 Customer Code 2: _____

Subfleet #: _____ Customer Code 3: _____

Key Operator Contact: Martha Gonzales Phone: (928) 402-8700 Email Addr: mgonzales@gilacountyaz.govMeter Read Contact: Martha Gonzales Phone: (928) 402-8701 Email Addr: mgonzales@gilacountyaz.govAccounts Payable Contact: Sylvia Martinez Phone: (928) 425-3231 Email Addr: smartinez@gilacountyaz.gov

Special Instructions: _____ Additional Documents Attached:

☒ Price Exception ☐ Tax Exempt Certificate

☒ Purchase Order ☐ Credit Application

| | Sales Rep Number | Sales Rep Name (Please Print) | Sales Rep Email Address |
|---------------|------------------|-------------------------------|--------------------------------|
| Originating: | 9415280 | Jay W. Douglas | jdouglas@kmbs.konicaminolta.us |
| Order Taking: | 9415280 | Jay W. Douglas | jdouglas@kmbs.konicaminolta.us |
| Servicing: | 9415280 | Jay W. Douglas | jdouglas@kmbs.konicaminolta.us |

Contract Processed: ☒ Windsor, CT ☐ Branch _____ (Branch Name)



KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") to Customer during the term of this Agreement:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to of acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, KMBS may (1) refuse to continue to service the equipment or provide Consumable Supplies and may enter Customer's premises to recover any property or equipment owned by KMBS or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.
2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS charges for each copy or print, performed by the KMBS equipment included in this Agreement. A copy or print shall be defined as the generation of any document or image on the KMBS equipment. For purposes of this Agreement, all such uses of KMBS equipment shall be referenced herein as a "copy." KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Customer shall not alter or attempt to alter actual meter reading. Each "8 1/2 x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks.
3. **SITE PREPARATION & ACCESS:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord are not covered by this Agreement. Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services. Relocation or make ready shipment of equipment is not covered by this maintenance Agreement. This service, when requested, will be at the then billable rate of KMBS.
4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this Agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous



KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESOC)

maintenance Agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the front hereof.

5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.

6. **SERVICE INCLUDED:** KMBS' obligations under this Agreement is to provide Basic Maintenance Service on the equipment covered by this Agreement. Basic Maintenance Service is defined as that level of maintenance necessary to maintain the equipment in normal operating condition as set forth in the equipment specifications. Basic Maintenance Services includes labor and/or routine remedial and preventive maintenance service as well as remedial parts and Consumables Supplies, if this option is selected, as defined in section 24. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 pm., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.

7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.

8. **vCARE MONITORING:** KMBS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with KMBS product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in KMBS' Digital Needs Analysis).

9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.

10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not



KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the front side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement. Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.

11. **AUTOMATIC RENEWAL:** Intentionally deleted.

12. **ESCALATION:** Intentionally deleted.

13. **EARLY TERMINATION CHARGE:** In the event Customer terminates prior to the expiration of the initial term of this Agreement without cause or in the event KMBS terminates this Agreement prior to the end of the initial term due to Customer's material breach, KMBS will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not as a penalty. Early termination charges will be calculated in the following manner: i) KMBS will average the three (3) most recent billing periods of KMBS maintenance to arrive at an average maintenance figure, then ii) multiply that figure by the number of remaining billing periods in the remaining unexpired term, and then iii) divide that number by two (2).

14. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis ("DNA") has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

15. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.

16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.



KONICA MINOLTA

SCHEDULE A - 1

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment delivered and accepted under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.

18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE. THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). THE PARTIES RESERVE THE RIGHT TO RECOVER CONTRACT DAMAGES ALLOWED VIA THIS AGREEMENT. KMBS' LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE COVER DAMAGES ON THE COST OF ALTERNATE MAINTENANCE SERVICES AND/OR CONSUMABLES PURCHASED BY THE CUSTOMER. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona, consents to jurisdiction in that forum.

21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.



KONICA MINOLTA

SCHEDULE A - 1

KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)

22. **WAIVER & SEVERABILITY:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, Shari in no way he considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.

23. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

24. **SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE:** If this option has been selected, KMBS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable supplies to any other entity. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Customer shall use reasonable care to store and protect KMBS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of KMBS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer Recommended Yields for the applicable unit by more than 6% in any given month, or should KMBS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that KMBS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmbs.konicaminolta.us> Audit Rights. During the term of this Agreement and during the Sixty (60) day period immediately following the Term, KMBS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to KMBS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. KMBS reserves the right to charge Customer for shipping and handling charges incurred by KMBS for the delivery of any excess Consumable Supplies delivered to Customer.



KONICA MINOLTA

SCHEDULE A - 1

**KMBS MODIFIED STANDARD MAINTENANCE TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESC)**

25. **ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.

26. **DIGITAL SUPPORT SERVICE (DSS):** If this option has been selected, DSS provides Customer access to KMBS Digital Solution Center (DSC) telephonically or by electronic access. DSS includes technical support on items specified on the DSS Supported Products List including Digital Multi-Function Devices, General Office Applications, Graphic and Design Applications and Desktop Operating Systems. Customer may access expert level support by telephone or electronically. DSC support is available during the hours of 8:00a.m. and 6:00 p.m., Eastern Time, Monday through Friday, excluding KMBS observed holidays. DSC hours are subject to change by KMBS. Customer system(s) must be in good working condition. DSS does not include parts or labor related to network / computer problems not directly involved in the printing or scanning network or fax workflow. Customer network changes, attachments or additions may require additional DSS charges. KMBS reserves the right to terminate DSS services in the event that any of Customer changes, alterations or attachments makes it impractical for KMBS to provide DSS. Customer is responsible for performing normal operator functions, system backups, virus scans, and network security functions on a regular basis. The monthly rate for DSS is \$10 per serial number.

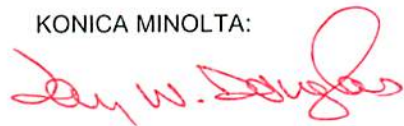
GILA COUNTY:

Gila County Manager


Don E. McDaniel, Gila County Manager

9/19/12
Date

KONICA MINOLTA:



Individual Authorized to Sign

Jay W. Douglas, Major Account Executive

9/10/2012
Date

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY MANAGER


Don E. McDaniel Jr.

9/9/12
Date

APPROVED AS TO FORM:

Bryan B. Chambers, Chief Deputy County Attorney
for Daisy Flores, County Attorney

KONICA MINOLTA:


Individual Authorized to Sign

JAY DOUGLAS

Print Name

MAE

Title

9/10/2012

Date



AMENDMENT NO. 4

Gila County Contract 6880.102/4-2011 Janitorial Service Payson Administration Building

Effective May 3, 2011, Gila County and Moonlite Janitorial entered into an agreement whereby Moonlite Janitorial would provide janitorial services to the Payson Administration Building for a period of one (1) year.

Amendment No. 4 to contract 6880.102/4-2011 will add the following to the Scope of Services for the agreement. Further, Amendment No. 4 hereby **negates Amendment No. 1** signed and dated November 15, 2011.

SCOPE OF SERVICES: Moonlite Janitorial will perform janitorial service for the Gila County Complex located at 714 S. Beeline Highway, Payson, AZ. Services are provided five days a week, Monday-Friday after closing.

Gila County Court Complex, 714 S. Beeline Highway, Payson, AZ, services shall include but not be limited to the following:

WASH ROOMS-PER VISIT

- Clean and disinfect all commodes, urinals, sinks, faucets and dispensers;
- Clean and disinfect floors;
- Fill all paper dispensers;
- Empty all trash and replace liners

OFFICE-PER VISIT

- Empty all trash and replace liners;
- Sweep hard surface floors;
- Wet mop hard surface floors;
- Vacuum carpet and mats;
- Clean entry door glass;
- Dust window frames/brush down all fabric type furniture

HEALTH DEPT-PER VISIT

- Clean and disinfect all commodes, urinals, sinks, faucets and dispensers;
- Clean and disinfect floors;
- Fill all paper dispensers;
- Empty all trash and replace liners;
- Vacuum carpet and mats;
- Dust window frames;
- Clean chairs in waiting area;
- Clean receptionist area;
- Clean and disinfect hard surface floors;
- Clean entrance windows

ASSESSORS OFFICE-PER VISIT

- Clean entrance windows;
- Vacuum carpet and mats;
- Empty all trash and replace liners;
- Clean light switches and door handles;
- Dust window frames

REST ROOMS-PER VISIT

- Clean and disinfect all commodes, urinals, faucets and dispensers;
- Clean and disinfect floors;
- Fill all paper dispensers;
- Empty all trash and replace liners;

Additional work on request:

Stripping and refinish floors .25 cents per sq. ft.

Clean and or extract carpet .25 cents per sq. ft.

FEES: A fee of \$2,600.00 per month will be charged for the scope of services outlined above.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2012.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 9/19/12

MOONLITE JANITORIAL

Signature

Print Name

Date: _____

GILA COUNTY



Tommie C. Martin, District I Supervisor
Michael A. Pastor, District II Supervisor
Shirley L. Dawson, District III Supervisor

Don E. McDaniel, Jr., County Manager
Joseph T. Heatherly, Finance Director

INFORMAL BID REQUEST NO. 070712 **ELECTRICAL SERVICE UPGRADE PAYSON SHERIFF'S OFFICE**

Notice is hereby given that Gila County is requesting sealed bids from qualified Contractors to perform the electrical service upgrade for the Gila County Sheriff's Office in Payson, Arizona.

Sealed bids for the material or services as specified will be received by the Gila County Purchasing Department until the time and date cited. Any bids received later than the date and time specified below will not be opened. Late, faxed, or emailed quotes will not be accepted.

SUBMITTAL DUE DATE: **Friday, August 10, 2012 4:00 pm**

SUBMITTAL LOCATION: **Gila County Purchasing Department**
 Guerrero Building
 1400 E. Ash Street, Globe, AZ 85501

Informal bids shall be submitted in a sealed envelope with the following information visible on the outside of the envelope:

- Informal Bid Request No. 070712
- Title: Electrical Service Upgrade Payson S.O.
- Date: August 10, 2012, 5:00 pm
- Name of Contractor Submitting Quote

MANDATORY PRE-BID MEETING: **Thursday, August 2, 2012 10:00 am**
 Payson Sheriff's Office
 108 W. Main Street, Payson, AZ

Informal bid responses will only be accepted from those individuals in attendance at the pre-bid meeting.

The Board of Supervisors reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County.

SCOPE OF WORK

The intent of the contract is to provide for project completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, and supplies required to complete the work in accordance with the specifications, and terms of the contract. Work shall be performed under the direction of the County Facilities Manager or designee.

The project consists of a service entrance upgrade due to old and outdated existing equipment. The intent of this project is to replace the existing 600 amp 120/208 3 phase 3R underground service entrance section located at 108 W. Main Street, Payson, AZ, with a new service and add additional sub-panels. Please reference Exhibit "A", Electrical Drawings and Specifications.

This building is currently in use with a 24 hour 7 day a week (24/7) office operation; 911 dispatch center, and detention facility. It is extremely important that any outages be scheduled with the Sheriff's Office by the Contractor and be kept to a minimum. It is acceptable that this project have power outages lasting a short time to facilitate transfer to new equipment as long as the transfer day is scheduled in advance to allow for staffing adjustments by the County. On the day of transfer prior to each power outage, detention staff and dispatch staff will need to be notified and clearance given from both before the outage can occur.

It is the awarded Contractor's responsibility to coordinate the project with the Gila County building inspectors. Permit fees will be waived by the County for this project.

Contractor Shall

- Coordinate requirements with Arizona Public Service for new utility meter and secondary feed requirements, provide trenching and backfill as required.
- Remove and replace existing 'SES' with new 'SES' and re-feed existing loads, maintaining circuit continuity.
- Provide new ground bar and connect to new 'SES'.
- Disconnect existing panel serviced from separate existing service and connect to new 'SES'.
- Relocate existing 'ATS' and replace existing remote annunciator panel with new, extended raceway and conductors as required.
- Provide new panelboard fed from new 'SES'.
- Ground existing Conex and Radio Tower.

Specifications

Exhibit "A", Electrical Drawings and Specifications, by mention are made a binding part of this agreement and the awarded contract as set forth herein.

Clean Up

After all work under the contract has been completed, the Contractor shall be responsible for the removal of all material not incorporated in the work from the site of the work.

Warranty

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to County, when notified of such nonconformity by County, provided County elects to provide Contractor with the opportunity to do so. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County as incurred.

Safety and Loss Control

Each employee of the Contractor and Sub-contractor shall read the County Safety & Loss Control Procedures manual and sign an acknowledgment form.

Registered / Licensed

To be considered responsive, Contractor must be registered/licensed in the State of Arizona at the time of informal bid submittal. In accordance with Article 3, Regulation 32-1151 of the Arizona Registrar of Contractors Statutes and Rules, it is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification/quotation or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing in the name of the person, firm, partnership, corporation, association or other organization at the time of bid submittal, if such licensing is a requirement of the Arizona Registrar of Contractors.

INQUIRES

For clarifications concerning this Informal Bid Request please submit questions by email to ~~vbejarano@co.gila.az.us~~. Questions will be received up to 3:00 pm, Friday, August 3, 2012. Questions received after August 3, 2012, will not be answered.

Responses to questions will be answered in the form of an addendum. The addendum will be sent to those in attendance at the pre-bid meeting by email no later than 3:00 pm, Monday, August 6, 2012.

AWARD OF CONTRACT

Consideration of Proposals: After submitted bids are opened they will be compared on the basis of the lump sum amount. Awarded contractor will be required to enter into a service agreement with Gila County.

Until the award of a contract is made, the County reserves the right to reject any or all bids; waive technicalities, if such waiver is in the best interest of the County and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts. All such actions shall be to promote the County's best interests.

Contract Award: The contract will be awarded to the responsible bidder whose bid conforms to the informal bid request and whose bid is the most advantageous to the County concerning price, conformity to the specifications and other factors.

Cancellation of Award: The County reserves the right to cancel the award without liability to the bidder, except return of bid proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the County.

Requirement of Contract Bonds: At the time of the execution of the contract, the successful bidder shall furnish the County surety bond or bonds which have been fully executed by the bidder and his surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the County. Unless otherwise specified, the surety bond or bonds shall be in a sum equal to the full amount of the contract. All bonds shall conform to the requirements of A.R.S. '34-222 and '34-223.

Execution of Contract: The awarded contractor shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the County, along with the fully executed surety bond or bonds. The Contractor's Statement of Insurance and an original Certificate of Insurance shall be received by the County within seven (7) calendar days from the date mailed or otherwise delivered to the successful contractor. If the contract is mailed, special handling is recommended.

Failure to Execute Contract: Failure of the successful bidder to execute the contract as specified in the informal bid documents and furnish an acceptable surety bond or bonds within the seven (7) calendar day period specified

shall be just cause for cancellation of the award and forfeiture of the bid proposal guaranty, not as a penalty, but as liquidation of damages to the County.

TERM

The contract shall become effective September 1, 2012, and shall remain in full force and effect until November 30, 2012. The term may be extended upon written request and approval of the County Manager.

CONTRACT FORMS

Contract Forms are by reference made a binding part of the Informal Bid Documents and Awarded Contract to the same extent as if set forth herein.

- Bidding Schedule
- Qualification and Certification
- Reference list
- Bid Bond
- Affidavit of Non-Collusion
- Subcontractor Certification
- Contract (Must be signed by contractor upon informal bid submittal.)
- Contract Performance Warranty
- Contract Performance Bond
- Labor and Material Bond

- CADD Database License, Indemnity & Warranty Agreement
Electrical Specifications, Page 15, Common Work Results for Electrical

QUALIFICATION AND CERTIFICATION FORM

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

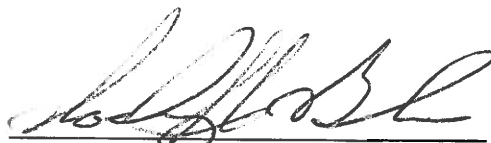
Contract Number 070712

The applicant submitting this Bid Proposal warrants the following:

1. Name, Physical Address, Email Address, and Telephone Number of Principal Contractor:

Burden Electric LLC
124 W Lave St Globe AZ 85501
burdenelectric@aol.com 928-402-0379

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? ____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with Contractor prior to contract expiration date (under your firm's present or any previous name)? ____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **Contractor Experience Modifier (e-mod) Rating for AZ:** 98
A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.
6. **Current Arizona Contractor License Number:** 115533



Signature of Authorized Representative

Rodney H. Burden

Printed Name

Rodney H. Burden

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award for **Informal Bid 070712**. The information may be a determining factor in award.

References

Please list a minimum of three (3) references for projects of similar size and scope to this Informal Bid during the past twelve (12) months, in or as close to Gila County as possible.

1. **Company:** Deempole Construction
Contact: Tim Humphrey
Phone: 928-701-1455
Address: Globe

2. **Company:** (Gila County Auditorium) - Blackwell Const
Contact: Gidcon
Phone: 602-568-9169
Address: 2020 S McClintock Tempe, AZ

3. **Company:** Native Nations Builders
Contact: So Anne Sites
Phone: 480-288-4433
Address: 3645 Phelps Rd, Apache Junction

Burden Electric LLC
Name of Business
[Signature]
Signature of Authorized Representative
Construction Manager
Title

(Siemens)

BIDDING SCHEDULE

**Informal Bid Request No. 070712
Electrical Service Upgrade for Payson Sheriff's Office**

We agree to provide all work and material necessary to complete the project as shown in the scope of work above for the following contract price:

VENDOR NAME: Burden Electric LLC

PHONE NUMBER: 928-402-0379

EMAIL ADDRESS: burdenelectric@aol.com

TOTAL CONTRACT PRICE, for the sum of \$ 42,601.50

WRITTEN TOTAL CONTRACT PRICE Forty Two Thousand Six Hundred One Dollars
and 50/100 Cents.

The Bidder agrees that the Contract Price will be payment in full for all work described in the Contract Documents.

Any authorized increases or decreases to the work shall be authorized by Change Order. The Contract Price shall be increased or decreased by the amount of work material increased or decreased at the Bid price.

The total lump sum shall include all costs attendant to the informal bid such as any preparation charges and transportation and delivery charges fully prepaid by the Contractor to the destination specified in the informal bid. All taxes shall be included in pricing be proposed.

**Burden Electric LLC**ROC 115534
RESIDENTIALROC 115533
COMMERCIAL**PROPOSAL****8/14/12 (revised)****SUBMITTED TO:**Gila County Purchasing Department
Guerrero Building
1400 E Ash Street
Globe, AZ 85501**ADDRESS: JOB LOCATION:**Gila County
Payson Sheriff's Office
108 West Main Street
Payson, AZ 85541**Burden Electric LLC**
P.O. Box 628
Globe AZ, 85502Phone: 928-402-0379
Fax: 928-402-0379 call ahead
Cell: 480-747-0064
Email: burdenelectric@aol.com**We here by proposed to furnish the materials and perform the labor necessary for the completion of the following:**

Payson Sheriff's Office Electrical Service Upgrade: Remove and replace SES (move existing ATS to new location,

Repipe existing panels to new SES, Add new panel and pipe to new SES, Pipe from new panel To out door panel, pull all new and existing

Provide new housekeeping pad. Testing of grounding system

MATS \$13,863.33**GEAR 9,183.00 (SIEMENS)****LABOR 17,456.17****TESTING 750.00****SURETY BOND 1,349.00****TOTAL INCLUDING TAX \$42,601.50****Our Price Will Not Include the Following:** Any repair or replacement of any damage of material /completed work that is caused by any Company, crew, or person not affiliated with Burden Electric LLC. Also, note any Utility, or Inspection Fees are not included.**All material and work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a workman like manner for the sum of: \$ 42,601.50***Forty Two Thousand Six Hundred and One dollars and 50/100 cents***Payment to be made as follows:****Terms NET**

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate contingent upon strikes, accidents, or delays beyond our control.

NOTE—This proposal may be withdrawn by us if not accepted within 10 Days.**AUTHORIZED BURDEN ELECTRIC LLC REPRESENTATIVE:**Signature.  Date. 8/27/12**CUSTOMER**

Signature. _____ Date. _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. Work has been authorized and payments will be as above.

9

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Informal Bid No. 070712, Electrical Service Upgrade Payson Sheriff's Office**, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.

- ☐ It is my intention to subcontract a portion of the work.
- ☒ It is not my intention to subcontract a portion of the work.

Burden Electric LLC
Name of Firm
[Signature]
By: (Signature)
Construction Manager
Title

**GILA COUNTY
CONTRACT NO. 070712**

THIS AGREEMENT, made and entered into this 25TH day of SEPTEMBER, 2012, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the **County**, and Burden Electric LLC of the City of Globe, State of Arizona, hereinafter designated the **Contractor**.

THE CONTRACTOR shall furnish any and all plant materials, labor, construction equipment, and services, required for performing all work for construction of Informal Bid No. 070712, Electrical Service Upgrade Payson Sheriff's Office:

DOCUMENTS: The attached "Call for Informal Bids", "Scope of Work", "Proposal", "Bidding Schedule", "Qualification & Certification Form", "Reference List", "Affidavit of Non-Collusion", "Subcontractor Certification", "Surety Bond", "Contract Performance Warranty", and Plans thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

| | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease - Each Employee | \$100,000 |
| Disease - Policy Limit | \$500,000 |

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

Combined Single Limit (CSL)

\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to the **Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38.

LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ANTI-TERRORISM WARRANTY: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

PAYMENT/BILLING: All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number & Name
- Invoice Number
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN RETURN for the performance of the Contract by the Contractor, the County agrees to pay the amount of not more than \$ 42,601.50 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

CONTRACTOR

Burden Electric LLC
Contracting Company Name

[Signature]
Authorized Representative Signature

Robert H. Burden
Print Name

Date: 8-14-12

GILA COUNTY

[Signature]
Don E. McDaniel, Jr., County Manager

Date: 9/25/12

APPROVED AS TO FORM

[Signature]
Bryan B. Chambers,
Chief Deputy County Attorney

CONTRACT PERFORMANCE WARRANTY

I, Rodney H Burden, representing
Burden Electric LLC (company name)

do hereby warranty the work performed for the:

ELECTRICAL SERVICE UPGRADE PAYSON SHERIFF'S OFFICE

for a period of **two years** from completion of said work.

Said work shall be free from defects which would cause the work not to perform in its intended manner.